

# PLANNING GRANT APPLICATION

(COVER SHEET)

Montgomery  
County  
COPY

LEAD (LEGAL) APPLICANT: Montgomery County

CHIEF ELECTED OFFICIAL (NAME & TITLE): Jim Fulwider, Commissioner President

MAILING ADDRESS: 100 East Main Street, Room 102

CITY: Crawfordsville COUNTY: Montgomery CDBG County Code: 107

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FEDERAL I.D. /TAX NUMBER: 35-6000177

DUNS NUMBER: 107244402

CAGE NUMBER: 5Q3D4

CCR Expiration Date: 10-26-17

GRANT ADMINSTRATOR: Kristy Jerrell

ORGANIZATION: Jerrell Consulting & Grant Administration Services, LLC

ADDRESS: 1813 West Colonial Drive

CITY: Terre Haute

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E-MAIL: [jerrellconsulting@ma.rr.com](mailto:jerrellconsulting@ma.rr.com)

DATE CERTIFICATION FROM OCRA EXPIRES: 12-31-18

PROJECT/PLAN TITLE: Economic Development Planning Study

LMI : 56 %

# OF BENEFICIARIES: 27,173

(THIS CAN BE FOUND ON NATIONAL OBJECTIVE PAGE)

## PROJECT FUNDING SOURCES

	<u>Amount</u>
1. Planning Grant Request	\$36,000
2. Lead and/or Joint Applicants	\$4,000
3. CDBG Program Income	
4. In-Kind Match *	
5. Philanthropic Match	
6. Private and/or Local Grants	
7. Other Government Grants	
List sources:	
8. TOTAL MATCH (add lines 2-7)	\$4,000
9. SUBTOTAL (add lines 1 & 8)	\$36,000
10. Ineligible Costs	
11. TOTAL PROJECT COST (add lines 9 & 10)	\$40,000

\*In-Kind maximum of 5% of grant amount or \$2,000, whichever is less

## APPLICANT INFORMATION

(CONTINUED)

LIST GRANT ADMINISTRATOR: Kristy Jerrell, Jerrell Consulting & Grant Administration Services, LLC

METHOD OF PROCUREMENT (check one): RFP ☐, Local Funds ☒, Not Yet Procured ☐, N/A ☐.

LIST PROFESSIONAL/FIRM TO COMPLETE PLAN: *HWC Engineering / Cory Whitesell*

METHOD OF PROCUREMENT (check one): QBS ☒, Local Funds ☐.

FAIR HOUSING ORDINANCE: Attached ☒.

DRUG FREE WORK-PLACE POLICY: Attached ☒.

In what Indiana Senate District(s) does this project fall under? 23

State Senator(s) representing this district: Philip Boots

In what Indiana House of Representatives District(s) does this project fall under? 41

State Representative(s) representing this district: Timothy Brown

In what US Congressional District(s) does this project fall under? 04

US Congressional(s) representing this district: Todd Rokita

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# PROJECT DESCRIPTION

## Appendix (D)

The proposed planning project will provide financial assistance to Montgomery County, Indiana in completing an Economic Development Planning Study for the entire County. This Economic Development Plan will provide the County a core vision in establishing goals, policies, and objectives for future growth, land use, and supporting infrastructure when it comes to economic development of the County. (See Appendix D, pages 74-77 for Scope of Work and page 78 for Map of the Project Area).

The Plan will be completed adhering to Indiana Office of Community & Rural Affairs (IOCRA) Guidelines regarding Comprehensive Plans. The final plan will provide an overall vision, direction and framework to guide Montgomery County to improve its overall economic condition.

There will be several key stakeholders involved in the economic development planning process such as the Montgomery County Commissioners, the Montgomery County Redevelopment Commission members, the Economic Development arm of the County known as Indiana West Advantage (IWA) as well as the Montgomery County Commissioner President, Jim Fulwider, and County Commissioner John Frey who has been appointed as the Project Lead for the Commissioners – all be an active part of the entire planning process. The Plan will provide a basis for Montgomery County in future efforts to secure additional Community Development Block Grant (CDBG) funding, as well as other funding options available for various projects which support economic development.

Upon completion of this plan, Montgomery County will have a professionally developed plan of action in order to pursue economic development projects. This plan will provide an introduction, results of the evaluation of the County's existing economic conditions, economic development vision, strategies and recommendations as well as an economic development action plan to be the basis for future CDBG applications and other low interest loan programs.

Procured Project Engineer, Cory Whitesell, from HWC Engineering states *"This plan will be used to help Montgomery County confront a challenge common to many counties in Indiana; namely, how do you grow and sustain your local economy in the face of increasingly tight local budgets and an increasingly competitive economic development environment? The approach county leaders and decision makers take to manage local economic development policy decisions must be uniquely aligned with existing local assets, opportunities and constraints. This plan will include several key components that will help Montgomery County identify the strategy most likely to lead to economic success for Montgomery County* (See Appendix E, pages 82-83 for Cory Whitesell's Full Letter of Support).

### For Comprehensive Planning Only

Has the community completed a Comprehensive Plan in the past?

Yes ☐ No ☒

If yes, please answer the following questions:

In what year was the plan completed?

Has the plan been update since its completion?

Yes ☐ No ☐

Were CDBG funds used to pay for any portion of the existing plan?

Yes ☐ No ☐

Has the plan been implemented?

Yes ☐ No ☐

# PROJECT NEED

## Appendix (E)

Currently, Montgomery County does not have a County-wide economic development plan. The County, with the assistance of IOCRA, will be able to complete a roadmap of prioritized sites/projects to be able to tackle through this economic development planning study process. County officials consider this Economic Development Planning Study top priority as many development areas need to be addressed within the County to ensure these sites are project ready and have such things in place as water/wastewater/stormwater utilities, road and streets, signage, etc....(See E, pages 89a-89g for Color Photo Documentation and pages 79-8 for all letters of support). IWA Vice President, Jeff Birk, states *"I believe that receiving your support for our grant application to fund a professional Economic Development Planning Study for Montgomery County will be a tremendous next step to jump starting the process of developing and attaining our goals and ensuring the future of our community"* (See E, page 84).

Montgomery County has a total population of 38,124 residents and 56% of those residents are low to moderate income according to the recently completed income survey. Montgomery County is a rural setting, but is in close proximity to Indianapolis (only 53 miles from the City of Crawfordsville to Indianapolis). This County has many resources to build upon economic development and bring new business and industry in with their 3 I-74 interchanges, US Routes 136 and 231 as well as Indiana State Roads 25, 32, 47, 59 and 234. There are also CSX railways and the Crawfordsville Municipal Airport. In order to capitalize on the County's already established resources, site ready parcels of land would attract new business and industry. Montgomery County Commissioner, John Frey, states *"Montgomery County is full of potential. Our geographic location alone drives us toward favorable options for growth and expansion. We are situated in the midst of US 36, 231 and I74. Our neighbors to the north (Tippecanoe County), east (Boone County), and southeast (Hendricks County), are three of the fastest growing counties in the state. We acknowledge our window of opportunity is wide open"* (See E, page 80).

After speaking with County Officials, there is a better understanding of the issues the County is facing and which economic development is in the forefront of the hearts and minds of the County officials and community as a whole. Completing an economic development plan is a top priority for the County's continued growth. It is also understood that investigating the County's desire to re-focus many areas within the County that could be developed for future business/industrial companies wanting to relocate to Montgomery County to further leverage the existing resources is also important for continued short and long termed commercial/industrial growth. Important for such evaluations is establishing a plan to best direct such growth to meet the County's goals. In other words, the County will be planning their development in order to maintain the County's core values and meet future business and future industrial needs.

Montgomery County decided to pursue this IOCRA planning grant after two Japan-Based Firms decided to invest \$73.5 million to establish an automotive parts manufacturing plant (which will produce automotive pillars, body structures and frames for such customers as Subaru) in the Town of Jamestown instead of the I-74 interchange within Montgomery County due to the site not being site ready (no water or sewer utilities). This new opportunity for the Town of Jamestown will bring a total of 195+ jobs within the next 3 years (See E, pages 85-89). Although the I-74 interchange was considered by the company, in the end they chose to pass due to the lack of Montgomery County being site ready. This was a devastating loss for Montgomery County, but pressed the issue of the County needing to develop an Economic Development Plan to not miss future opportunities. IWA President, Ron Dickerson, states *"Montgomery County is ready to move forward. Assistance is required to establish an overview of the current situation. Options of possible paths forward need explored"* (See E, page 81).

# FINANCIAL IMPACT

## Appendix (F)

In order to show Montgomery County's commitment toward this project, the County is committing a total of \$4,000 of local match that will be utilized on this project. (See Appendix B, pages 42-43 for Montgomery County Municipal Resolution and Auditor Letter as well as pages 44-45 for Indiana West Advantage Resolution and Treasurer Letter).

Montgomery County which has a 56% low and moderate income with an annual operating budget of \$96,449,443 (See Appendix A, pages 26-39 for Income Survey Information and Appendix F, pages 90-94 for the County's Cash and Investment Statement). Furthermore, the County has a 2.07 tax rate within (See F, pages 98-100 for Tax Rate Sheets). Even though there are decent balances in the County's General Fund, Rainy Day Fund, Cumulative Capitol Development Fund, and County Share Riverboat Revenue Fund – according to the County's Auditor, Jennifer Andel, these funds are already allocated towards things such as payroll, utilities, insurance, emergency equipment, repairs, liability insurance, capitol expenses (See Appendix F, page 95 or Explanation of Fund Balances).

Although Montgomery County has a large operating budget, they also have a large debt of \$26,444,241 which consists of the following: (1) 2011 Emergency Equipment Purchase of \$1 million dollars with a current balance of \$486,606; 2 payment a year; paid off in 2021 / 4 more years of payments, (2) 2012 Bonds A & B for Nucor Road Allocation Area for economic development of over \$10 million dollars total with a current balance of \$5,387,000; 2 payment a year; paid off in 2033 / 16 more years of payments and (3) Reconstruction of a Drain Loan with a current balance of \$20,570,625 (See Appendix F, pages 96-97 for Gateway Debt Information). It is imperative that the County receive this IOCRA grant assistance to complete the economic development planning study.

The County has been utilizing Indiana West Advantage (IWA), formerly known as the Montgomery County Economic Development Inc. - as their economic development arm and the organization has been on the frontlines of the community, workforce, and business development in assisting the County in growing. Their mission is to serve as an active leader in the advancement of the economic health of Montgomery County, by serving as the focal point for business and industry growth, job retention, workforce development and economic development education that will result in a greater quality of life for the Montgomery County community.

Over the past 5 years, the IWA has been busy working on County economic development/workforce development doing such things as: developing a strategic plan, establishing new workforce development programs and a new web site, forming partnerships, assisting with new business expansions, developing marketing/sales plan, etc...(See Appendix F, page 101 for IWA Accomplishments from 2012 to 2016). Executive Director of the IWA, Tom Utley, stated *"I am convinced that planning is a roadmap for identifying the best opportunities for creating the greatest value. The IOCRA Economic Development Planning Study is the ideal planning tool for portraying our County's vision for future prosperity. Community Economic Development Planning, which this proposed grant would fund, represents that critical first step to ensuring our community's goals and future economic aspirations are efficiently achieved"* (See Appendix E, page 79 for Tom Utley's Full Letter of Support).

**APPLICANT: MONTGOMERY COUNTY**

**Tax Rate:** 2.07

**Operating Budget:** \$96,499,443

**Indebtedness:** \$26,444,241

**SUB-RECIPIENT:** N/A

# INFRASTRUCTURE

## Appendix (G)

(Complete this form for Comprehensive and Utility projects)

Is your community under an enforcement action by another state agency? Yes ☐ No ☐

(Attach any reference/documentation/correspondence, i.e. early warning sewer ban, IDEM Agreed Order, etc.) If yes, please describe:

THIS IS A COUNTY ECONOMIC DEVELOPMENT PLANNING STUDY FOR MONTGOMERY COUNTY. MONTGOMERY COUNTY DOES NOT HAVE ANY WATER, SEWER OR STORMWATER UTILITIES TO REPORT AS A COUNTY.

Provide the total number of users on the system:

	Water Utility	Sewer Utility	Storm water Utility
Residential Users			
Commercial/Industrial Users			
Total Users			

Provide the following current rate information:

Current water rate for 4,000 gallons	
Current sewer rate for 4,000 gallons	
Current Storm water rate	
Total combined rate for 4,000 gallons	

Are rate increases subject to approval of the Indiana Utility Rate Commission (IURC)? Yes ☐ No ☐

Provide the following rate history information:

	Year current ordinance was passed	Year previous ordinance was passed	Change in rates (in dollars)
Water Ordinance			
Sewer Ordinance			
Storm water Ordinance			

Attach in Appendix G and reference the most recent water and sewer rate ordinances (for utility projects only).

Provide the following information on the existing systems:

	Age	Capacity	Avg. Daily Flow/Usage	Max. Daily Flow/Usage	Date and type of most recent major capital improvement
Sewer					
Water					
Storm water					

# PROJECT COMPLETION TIMETABLE

Beginning with the application submission date, outline below a reasonable timetable for project completion. Include all significant milestones, emphasizing those related to grant award, ROF, draws, final plans submission and completion.

## Montgomery County, Indiana

### Economic Development Planning Study

<b><u>TASK</u></b>	<b><u>DATE</u></b> <b><u>(all dates are approximate)</u></b>
Initial Public Hearing	October 24, 2016
Submit Application to OCRA	January 31, 2017
Receive PL Grant Award	February, 2017
Receive Release of Funds from OCRA	March, 2017
Begin Planning Activity	April, 2017
Submit First Draw	May, 2017
Present Draft Plan to Town	November, 2017
Conduct Final Public Hearing/Pass Resolution to Approve Plan	December, 2017
Submit Plan to IOCRA for Review/Approval	December, 2017
Submit Second Draw	January, 2018
Step 1 Close-out Submitted	February, 2018
Monitoring Completed by OCRA	March, 2018
Step 1C & Step 2 Close-out Submitted	April, 2018

# PROJECT BUDGET

Summarize all project costs by funding source.

ACTIVITY	CDBG	LOCAL (with eligible In-Kind)	INELIGIBLE	TOTAL
Planning	\$36,000			\$36,000
Administration**		\$4,000		\$4,000
TOTAL	\$36,000	\$4,000		\$40,000

\*No Environmental Review should be included in the planning grant budget.

\*\*If using CDBG funds for grant administration, then maximum amount permitted is 8% of the total CDBG request or \$4,000, whichever is less. Please see additional information in the "Consultants & Grant Administration" section of the Application Instructions.

\*\*\* In-Kind up to 5% of the grant amount or \$2,500, whichever is less, may be included in the Local column of the budget, all amounts in excess should be included in the Ineligible column.

List sources of local match and leveraged funds:

(Documentation of financial commitments from all sources is required)

Source	Amount
Indiana West Advantage Checking Account Funds	\$4,000
TOTAL LOCAL LEVERAGE	\$4,000

**In addition to completing the above forms, attach an itemized budget as the next page of this application.**

MONTGOMERY COUNTY, INDIANA

ECONOMIC DEVELOPMENT  
PLANNING STUDY

ITEMIZED BUDGET

<b>TASK</b>	<b>Total</b>	<b>Grant</b>	<b>Local</b>
<b>Planning Fees</b>			
1. Information Gathering & Data Collection	\$5,000	\$5,000	
2. Mapping & Area Analysis	\$5,000	\$5,000	
3. Public Input	\$5,000	\$5,000	
4. Department & Stakeholder Meetings	\$5,000	\$5,000	
5. Issue Analysis & Priority Recommendations	\$5,000	\$5,000	
6. Public Meetings	\$5,000	\$5,000	
7. Assemble Draft Plan	\$2,000	\$2,000	
8. Draft Master Plan Submittal	\$2,000	\$2,000	
9. Final Master Plan Submittal	\$2,000	\$2,000	
<b>SUB-TOTAL ENGINEERING PLANNING FEES</b>	<b>\$36,000</b>	<b>\$36,000</b>	<b>\$0</b>
<b>Grant Administration Fees</b>			
1. Grant Administration	\$4,000	\$0	\$4,000
<b>SUB-TOTAL GRANT ADMINISTRATION FEES</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
<b>TOTAL PROJECT COST ESTIMATES</b>	<b>\$40,000</b>	<b>\$36,000</b>	<b>\$4,000</b>

# NATIONAL OBJECTIVE IDENTIFICATION

## (APPENDIX A)

CHECK ONLY ONE OF THE NATIONAL OBJECTIVES BELOW. ALL PROJECTS MUST PROVIDE ALL INFORMATION REQUESTED ON THIS PAGE.

### Benefit to Low- and Moderate-Income Persons

☒ Area Benefit      ☐ Limited Clientele      ☐ Housing      ☐ Jobs

### Prevention or Elimination of Slums or Blight

☐ Area Basis      ☐ Spot Basis

1) List percentage of population of low- and moderate-income persons served by this project: 56%

2) Source: ☐ HUD Low/Mod Summary Data    or    ☒ Income Survey (Appendix A)

3) Date of first income survey certification letter: 12-17-16

4) Date of second income survey certification letter, if appropriate: N/A

5) List the census tract number(s) that are included in the project area: 9567, 9568, 9570, 9571, 9572, 9573, 9574, 9575

6) List the census tract block group(s) that are included in each of the census tracts listed above:

9567 – 1, 2, 3

9568 – 1, 2, 3, 4

9569 – 1, 2, 3, 4

9570 – 1, 2, 3, 4, 5

9571 – 1, 2, 3, 4

9572 – 1, 2, 3, 4

9573 – 1, 2, 3, 4

9574 – 1, 2, 3

9575 – 1, 2, 3

7) Below, explain your selection of the above H.U.D. National Objective. REFER TO THE INSTRUCTIONS FOR QUESTIONS TO BE ADDRESSED REGARDING THE NATIONAL OBJECTIVE SELECTED.

The income survey completed on 12-17-16 directly corresponds to the households of the proposed Economic Development Planning Study which will be the service area for the proposed project. As a result of the work of the Grant Administrator completing mail surveys, the County indicates a low to moderate income percentage of 56.%.

It is determined that this planning study project will serve the needs of the entire County, The County makes a determination of Area Benefit as the National Objective for this project.

Please see Montgomery County Commissioner President's letter on explanation of difference of Census Data and income survey results in Appendix A of this grant application.

N/A

## NATIONAL OBJECTIVE IDENTIFICATION: SLUM/BLIGHT PROJECTS

Please check the statements that are appropriate for your project. Attach documentation in the National Objective Appendix (Appendix A) supporting your selections.

- ☐ Slum/Blight Area or Spot designated by resolution of the local unit of government (50 points)
- ☐ The applicant is an Indiana Main Street Community - downtown revitalization projects only (5 points)
- ☐ The project site is a Brownfield\* (10 points)
- ☐ The building or district is listed on the Indiana or National Register of Historic Places (10 points)\*\*
- ☐ The building or district is eligible for listing on the Indiana or National Register of Historic Places (10 points)\*\*
- ☐ The building or district is on the Historic Landmarks Foundation of Indiana's "10 Most Endangered List" (15 points)

\* The State of Indiana defines a Brownfield as a parcel of real estate that is abandoned or inactive; or may not be operated at its appropriate use; and on which expansion, redevelopment, or reuse is complicated because of the presence or potential presence of a hazardous substance, a contaminant, petroleum, or a petroleum product that poses a risk to human health and the environment.

\*\* Project may either be listed on or eligible for listing on the Indiana or National Register of Historic Places. ***Both cannot be checked. Attach documentation from SHPO/Historic Landmarks for National Register listing or eligibility in Appendix A***

# BENEFICIARIES

Total Beneficiaries must equal the sum of 1-10. L/M and Non-L/M must equal the sum of 1-10.

Project Title: Economic Development Planning Study

Total Beneficiaries (all activities): 27,173

		Total	Of the total population in the service area. how many are Hispanic?	Activity Description
	<b>Number of People</b>	27,173		Planning
S I N G L E  R A C E	1. Number of Whites	25,869	1,250	
	Percent	95.2%	4.6%	
	2. Number of Blacks/African Americans	245		
	Percent	.9%		
	3. Number of Asian	163		
	Percent	.6%		
	4. Number of American Indian / Alaskan Native	82		
	Percent	.3%		
	5. Number Native Hawaiian / Other Pacific Islander			
	Percent			
M U L T I  R A C E	6. American Indian / Alaskan Native & White			
	Percent			
	7. Asian & White			
	Percent			
	8. Black / African American & White			
	Percent			
	9. American Indian / Alaskan Native & Black / African American			
	Percent			
	10. Balance / Other	814		
	Percent	3%		
	Number of Handicapped	2,989		
	Percent	11%		
	Number of Elderly People	4,674		
	Percent	17.2%		
	Number of Female-headed Households	2,826		
	Percent	10.4%		
	<b>Number of Low/Moderate Income People</b>	15,217		
	Percent	56%		
	<b>Number of Non-Low/Moderate Income People</b>	11,956		
	Percent	44%		

## CITIZEN PARTICIPATION REPORT

Public Hearing Information	Date
Notice of first public hearing	Monday, October 10, 2016
Date of first public hearing	Monday, October 24, 2016 at 9:00 am
Anticipated Notice of second public hearing	
Anticipated Date of second public hearing	

\*Public Hearing must be advertised at least 10 days prior to hearing date.

Describe the methods used to solicit participation of low- and moderate-income persons:

Advertisement in the local newspaper and postings at the County Commissioner's Office.

Denote any adverse comments/complaints received and describe resolution:

There were no adverse comments/complaints during the public hearing regarding the County's Economic Development Planning Study.

Describe outcomes of 4-Factor Analysis for Limited English Proficiency:

Based on the data from the 2010 Census, Montgomery County performed a Four Factor Analysis. Based on the Four Factor Analysis, the County is **not** required to develop a Language Access Plan (LAP), but will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during citizen participation activities.

Immediately following this page, please attach the following in the order listed:

Hearing Ad/Publisher's Claim for First Hearing  
Hearing Minutes for First Hearing  
Sign-In Sheet for First Hearing  
Copy of response(s) to comments and/or complaints.  
Copy of Four Factor Analysis  
Copy of Language Access Plan (if required)  
Third Party Authorization letter (if required)

I hereby certify that submission of this **application** has been duly authorized by the governing body of the applicant; that the applicant has the legal capacity to carry out the proposed project; that the proposed project is designed to meet the identified housing and community developments needs of the community; including those of low- and moderate-income persons; and that the proposed project will minimize the need for displacement of businesses and families and provide reasonable benefits for those displaced. I hereby certify that the Four Factor Analysis and Language Access Plan were conducted in accordance with the CDBG Handbook. I also certify that the proposed project will be completed within fourteen (14) months of contract award, if approved.

  
Signature, Chief Elected Official

12-20-16  
Date

Type Name and Title: Jim Fulwider, Montgomery County Commissioner President

**MONTGOMERY COUNTY, INDIANA  
PUBLIC NOTICE FOR FIRST PUBLIC HEARING  
ECONOMIC DEVELOPMENT PLANNING STUDY PROJECT**

On, about or before January 31, 2017, Montgomery County intends to apply to the Indiana Office of Community Rural Affairs for a grant from the State Community Development Block Grant (CDBG) Planning program. This program is funded by Title I of the federal Housing and Community Development Act of 1974, as amended. These funds are to be used for a planning study project that will include the following activities: completion of an Economic Development Planning Study. The total amount of CDBG funds to be requested is \$36,000. The amount of CDBG funds proposed to be used for activities that will benefit at least 51% low-and-moderate-income persons is \$18,360. The non-CDBG funds will be derived from the following source: \$4,000 from the Indiana West Advantage's (IWA) checking account. Total project cost is \$40,000 which breaks down to \$36,000 (90% of the total project cost) of CDBG funds and \$4,000 (10% of the total project cost) in non-CDBG funds.

Montgomery County will hold a public hearing on Monday, October 24, 2016 at 9:00 am at the Montgomery County Jail, 600 Memorial Drive, Crawfordsville, Indiana 47933 to provide interested parties an opportunity to express their views on the proposed federally funded CDBG project. Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact the project's Grant Administrator, Kristy Jerrell with Jerrell Consulting & Grant Administration Services LLC, 1813 West Colonial Drive, Terre Haute, Indiana 47802 or by phone at (812) 878-0826, not later than Friday, October 21, 2016. Every effort will be made to make reasonable accommodations for these persons.

Information related to this project will be available for review prior to the public hearing as of Monday, October 10, 2016, at the project's Grant Administrator Office, Kristy Jerrell with Jerrell Consulting & Grant Administration Services LLC, 1813 West Colonial Drive, Terre Haute, Indiana 47802, M-F, 8:30 am to 4:30 pm. Interested citizens are invited to provide comments regarding these issues either at the public hearing or by prior written statement. Written comments should be submitted to the project's Grant Administrator, Kristy Jerrell with Jerrell Consulting & Grant Administration Services LLC, 1813 West Colonial Drive, Terre Haute, Indiana 47802, no later than Friday, October 21, 2016, in order to ensure placement of such comments in the official record of the public hearing proceedings. A plan to minimize displacement and provide assistance to those displaced has been prepared by Montgomery County and is also available to the public. This project will result in no displacement of any persons or businesses. For additional information concerning the proposed project, please contact the project's Grant Administrator, Kristy Jerrell at (812) 878-0826, M-F from 8:00 am to 4:30 pm or write to Kristy Jerrell at Jerrell Consulting & Grant Administration Services LLC, 1813 West Colonial Drive, Terre Haute, Indiana 47802.

hspaxlp 10/10 11

ATTACH COPY OF ADVERTISEMENT HERE

Indiana West Advantage  
(Governmental Unit)

To.....

.....County, Indiana

**PUBLISHER'S CLAIM**

**LINE COUNT**

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) -- number of equivalent lines .....

Head -- number of lines .....

Body -- number of lines .....

Tail -- number of lines .....

Total number of lines in notice .....

**COMPUTATION OF CHARGES**

41 lines, 4 columns wide equals 164 equivalent lines at 2641 cents per line .....

Additional charges for notices containing rule or tabular work (50 per cent of above amount) .....

Charge for extra proofs of publication (\$1.00 for each proof in excess of two) .....

TOTAL AMOUNT OF CLAIM .....

\$ 43.31  
\$ 43.31

**DATA FOR COMPUTING COST**

Width of single column in picas 6 .....

Size of type 8 point.

Number of insertions 1 .....

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper ..... times. The dates of publication being as follows:

October 10  
.....  
.....

Additionally, the statement checked below is true and correct:

..... Newspaper does not have a Web site.

☒ Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.

..... Newspaper has a Web site, but due to technical problem or error, public notice was posted on .....

..... Newspaper has a Web site but refuses to post the public notice.

Date October 10, 2016

Brittany Nuhok  
Title Legal Book Keeper

PLEASE INCLUDE THIS NUMBER WITH YOUR REMITTANCE

A10161005446

15

JERRELL CONSULTING & GRANT ADMINISTRATION SERVICES, LLC

**PUBLIC HEARING  
ECONOMIC DEVELOPMENT  
Planning Study**

**Montgomery County  
Monday, October 24, 2016 at 9:00 am**

**Montgomery County Jail  
600 Memorial Drive  
Crawfordsville, Indiana 47933**

- 
1. **Call to Order:** The Montgomery County Commissioner President, Jim Fulwider, formally called the Public Hearing to order at approximately 9:00 am.
  2. **Facilitator:** Kristy Jerrell, Grant Administrator from Jerrell Consulting & Grant Administration Services, LLC.
  3. **Discussions:**
    - a. Montgomery County Commissioner President, Jim Fulwider, explained that this was a public hearing for Montgomery County to move forward with a planning study to complete an Economic Development plan for the County. He then turned over the public hearing to the project's Grant Administrator, Kristy Jerrell to explain the details.
    - b. Kristy Jerrell explained the reason for the public hearing. She stated that the County is applying to the Indiana Office of Community and Rural Affairs (IOCRA) for a planning grant in order to complete an Economic Development Planning Study with a strong emphasis on the 2 mile TIF area of the 74/32 interchange as well as studying all areas of the County.
    - c. Kristy Jerrell stated that the total project cost for this planning project is \$40,000. She stated that the Town is committing a total of \$4,000 in local match from the following source: \$4,000 from the County's economic development arm the Indiana West Advantage. She stated that the County is contributing the required 10% local match for the project and, if awarded, the County will receive a total of \$36,000 in IOCRA grant funding.
    - d. Kristy Jerrell explained the timelines. She stated that the application will be submitted to IOCRA on or before January 31, 2017, and the County would hopefully have an award by the end of February or early March 2017. She stated that this grant is non-competitive and that as long as there is money in the pot – the County will be awarded the grant. She stated that after the County is officially funded - the planning activity would begin and a draft plan from the procured engineering firm would be presented to the County with the final plan submitted to IOCRA for review soon after.
    - e. Kristy Jerrell went through the grant criteria to receive a grant award from IOCRA. She stated that there is a total of 750 points in which the County must receive a minimum score of 450 to be eligible for award. The County's National Objective score is 140 pts, Community Distress is 88.18 pts, Local Match is 10 pts, and if they received 260 pts (a really conservative score) on the Project Design Factors which are the narratives, the County would have a total score of 498.18 up to

518.18. She stated that she is extremely hopeful that the County will receive the IOCRA planning grant based upon the total points.

- f. Kristy Jerrell stated that the County is getting ready to begin the process to procure the Engineer for the planning project. She stated that the County will advertise/solicit for Statement of Qualifications on 10-31-16 in which proposals packets are due on 12-1-16 by 4:00 pm. She stated that if more than one firm submits a proposal packet, then the County will have to score those proposal packets and then hold interviews to select the firm. She stated that the grant application cannot be submitted to IOCRA until the Engineer procurement is complete.
- g. Kristy Jerrell then asked the attendees if they had any questions on the planning grant project or about the process of submitted the IOCRA grant application.
- h. Montgomery County Commissioner President, Jim Fulwider, stated that this project is much needed in the County. He stated that what is driving this planning study is that the County lost out on a company located to its 74/32 interchange due to the site not being project ready as no utilities were in place there (no water or sewer). He stated that the company, which was a Toyota Stamping Plant, decided to locate in the Town of Jamestown instead. He stated that they moved their 73.5 million-dollar, 151,000 square foot, manufacturing plant on 40 acres in Jamestown and created up to 195 jobs by the year 2017. He stated this is what is driving this IOCRA Economic Development Plan to prepare the County better and not lose out on future opportunities.
- i. Commissioner Phil Bane stated that Montgomery County is very competitive for business opportunities and this planning grant opportunity will allow the County to open the door for the future construction grants to allow sites in the County to be site ready.
- j. Kristy Jerrell then asked the attendees if there were any questions or any additional comments.

**Adjournment:** There being no further questions or comments, Kristy Jerrell adjourned the public hearing at approximately 9:24 AM.



Kristy Jerrell, Grant Administrator  
Recorder (See attached Third Party Authorization to Record Minutes)

Attachment:

- 1. Meeting Sign-In Sheet

# PUBLIC HEARING

# MONTGOMERY COUNTY

**Project:** Economic Development Planning Study  
IOCRA Planning Grant  
**Grant Administrator:** Kristy Jerrell - Grant Administrator  
JERRELL CONSULTING  
& Grant Administration Services LLC

**Public Hearing Date:** Monday, October 24, 2016 at 9:00 am  
**Place/Room:** Montgomery County Jail  
600 Memorial Drive  
Crawfordsville, Indiana 47933

Name	Title	Phone	E-Mail
Kristy Jerrell	Grant Administrator	cell 812-878-0826	jerrellconsulting@gmail.com
PHIL BANE	COMMISSIONER	765-366-2141	phil.bane@bane-walker.com
Ron Dickerson		765-225-1012	r.dickerson2003@yahoo.com
Tom Utley	IWA	765-362-6851 office 716-366-3208 cell	tutty@IndianaWest.com
JEFF BIRK		765-366-5242	birkjh@hotmail.com
Steve Loy	IWA	765-366-0303	Steven.a.loy@chase.com
GREG MORRISON	IWA & County Council	765-366-1521	greg@davis-morrison.com
Pick DeWitt	CITIZEN	765-866-1704	COUNTRYFOLK74@yahoo.com
Carolyn Snyder	MCT	765-362-7493	carolynsnyder42@gmail.com
Janet Johnson	County Treasurer	765-364-6412	janet.johnson@montgomeryco.in
Mark Bonnell	Boards Administration	765-364-6493 ext 1	mark.bonnell@montgomeryco.in
Shari Harrington	EMA	765-364-5154	shari.harrington@montgomerycounty.in.gov
Amber Reed	MCHD	765-364-6440	amber.reed@montgomerycounty.in.gov
Beth Sessions	911 Director	765-361-4152	beth.sessions@montgomerycounty.in.gov
Jim Cuprek		316 9677	James B. Cuprek
Joanie Menard		362-6099	joanienmenard@yahoo.com
Paul Cass		362-6648	
Jill Rogers		316-8189	rogersji@wabash.edu
Linda Spencer	HO	366 5810	lspencer@mac.com

## MONTGOMERY COUNTY

Public Hearing Date: Monday, October 24, 2016 at 9:00 am

**Place/Room:** Montgomery County Jail  
600 Memorial Drive  
Crawfordsville, Indiana 47933

19

**FOUR-FACTOR ANALYSIS  
FOR LIMITED ENGLISH PROFICIENCY PERSONS**

20

**COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM**

**MONTGOMERY COUNTY, INDIANA**

**Purpose:** In compliance with Executive Order 13166, Montgomery County has developed the following Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

**History:** Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination. Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

**Montgomery County Four-Factor Analysis:** The following Four-Factor Analysis will serve as the guide for determining which language assistance measures Montgomery County will undertake to guarantee access to Montgomery County Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

*Currently, the U.S. Census does not provide data regarding Limited English Proficiency below the County level. Therefore, for determining the LEP population, Montgomery County utilized the following method to determine the LEP population in the Montgomery County: Table DP-2 Profile of Selected Characteristics: 2010 of Languages Spoken at Home from the US Census Data for Montgomery County. This information states that 95% of the population of Montgomery County is English Speaking only which is well under 5%.*

*Additionally, individuals conducting income surveys in the project area were asked to determine if any LEP households were located in the potential project area. According to surveys, there were 2 LEP households (8 persons) located in the project area. This does not represent a threshold population of LEP residents.*

2. The frequency with which the LEP persons come into contact with the program.

*The proposed project is a planning project that does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.*

3. The nature and importance of the program, activity, or service provided by the program.


*The proposed project does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.*

4. The resources available and costs to the recipient.

*Currently, internet sites can be utilized to translate some written materials. Additionally, local volunteers have been identified to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of any proposed projects. Furthermore, many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites. Additionally, translation activities are an eligible CDBG administrative expense. Therefore, limited LAP measures are reasonable given the resources available to Montgomery County.*

**Certification:** Based on the above Four-Factor Analysis, Montgomery County is not required to develop a LAP.

However, Montgomery County will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during citizen participation activities.

  
Jim Fulwider, Commissioner President  
Montgomery County

9-30-16  
DATE:

**MONTGOMERY COUNTY**  
100 EAST MAIN STREET, ROOM 102  
CRAWFORDSVILLE, INDIANA 47933  
765-364-6400

October 10, 2016

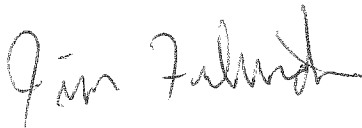
Office of Community & Rural Affairs (IOCRA)  
Attention: Grant Support  
One North Capital, Suite 600  
Indianapolis, IN 46204-2288

Dear Grant Support:

This letter expresses Montgomery County's consent for Kristy Jerrell of Jerrell Consulting & Grant Administration Services LLC to conduct and transcribe minutes for all public hearings for the County's IOCRA Grant Application for the County's Economic Development Planning Study – Planning Grant.

Thank you for your consideration of this vital community development project.

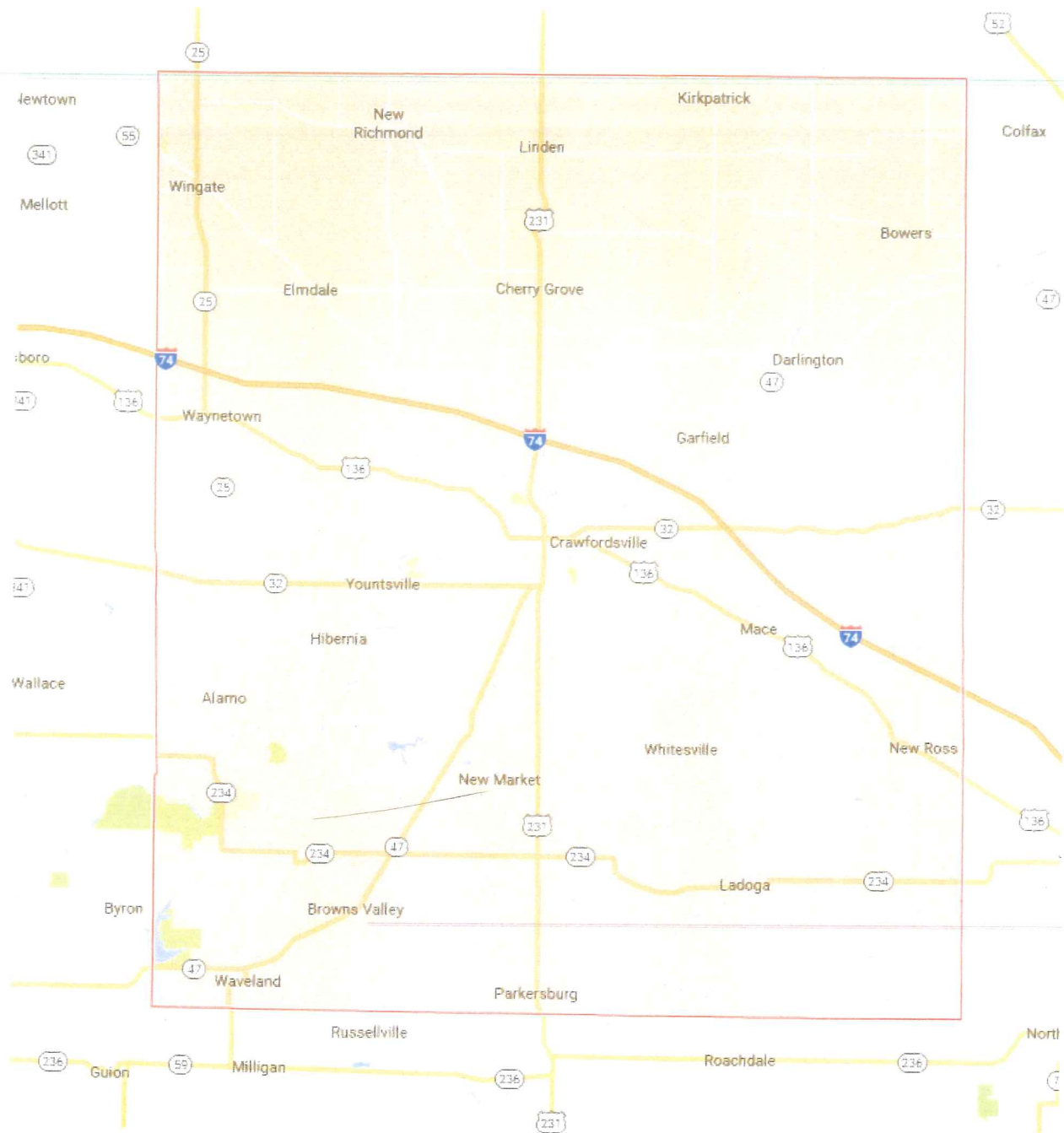
Sincerely,



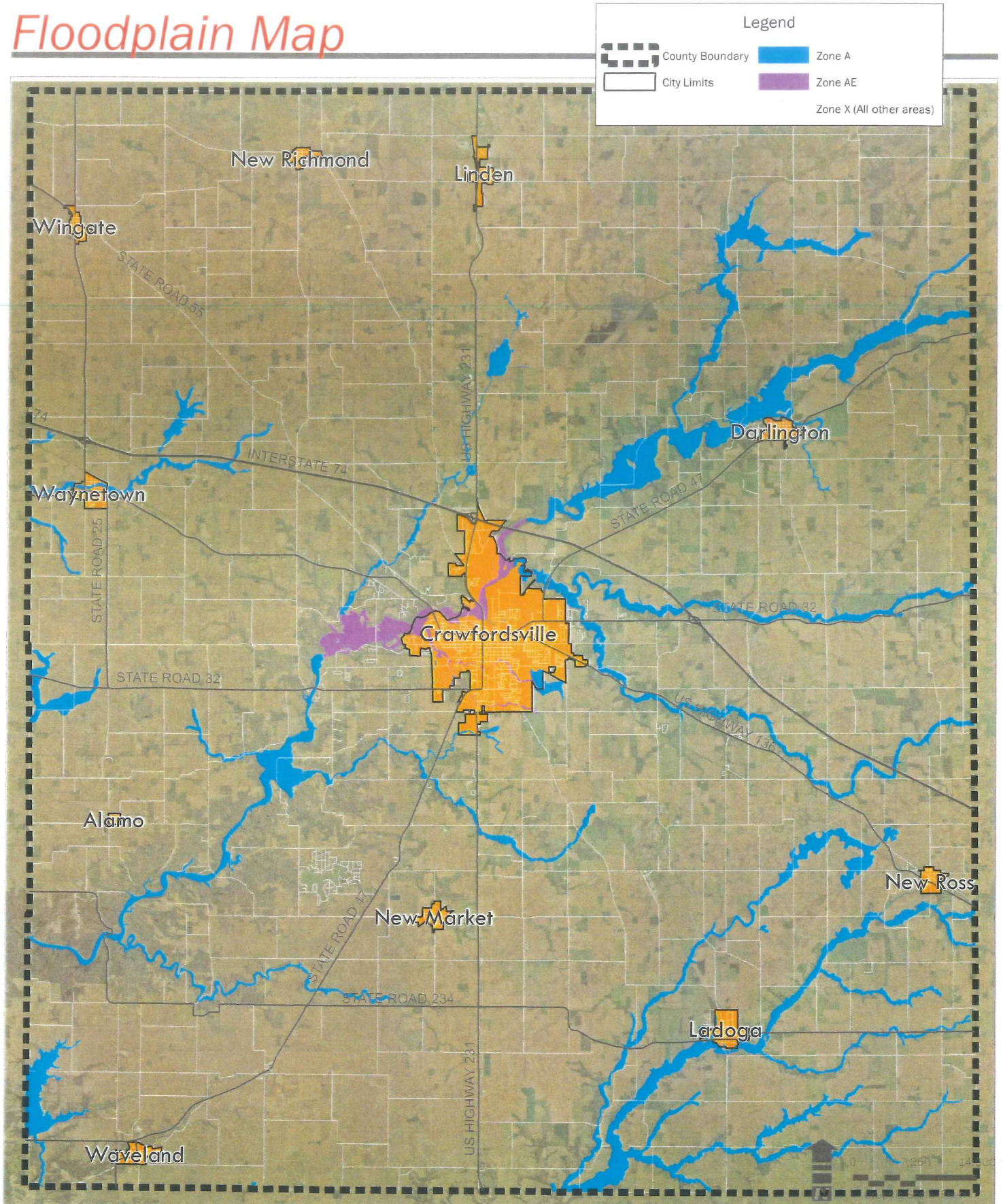
Jim Fulwider, Commissioner President  
Montgomery County

## MAP

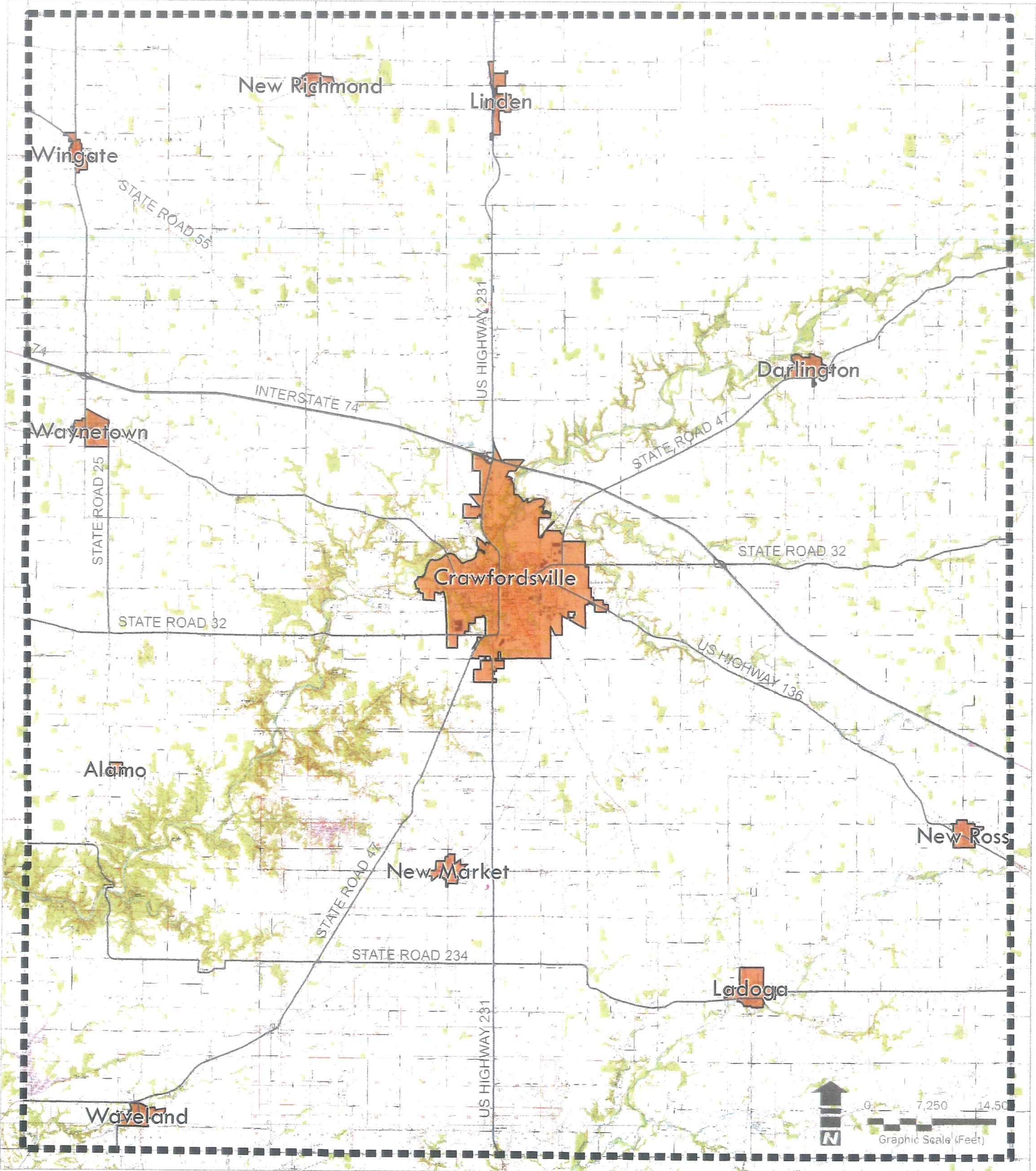
----- = **Boundaries of Jurisdiction, Service Area and Income Survey Area**



# Floodplain Map



# USGS Topographic Map



# INCOME SURVEY METHODOLOGY

**Montgomery County**, will be applying to the Indiana Office of Community and Rural Affairs (IOCRA) to help the County qualify for the Community Development Block Grant (CDBG) program. **This funding will help the County apply to IOCRA for a Planning Grant and a possible construction projects in the near future.**

Montgomery County decided to conduct an income survey to qualify for the CDBG program on June 22, 2015. Montgomery County needed to have at least 51% low-to-moderate income persons as beneficiaries, the most current HUD LMI 2014 data showing Montgomery County at 36.76%. County officials decided to pursue the income survey based on the following:

- The Census data does not truly represent the area within these hard economic times of today.
- The current and declining economic situation of Montgomery County indicated there may be a higher LMI population.

The following is the method by which the random households were selected, as well as, the method by which the surveys were conducted. (Mailings)

**INCOME SURVEY BEGAN ON 12-14-15 WITH THE FIRST MAILING OF INCOME SURVEYS MAILED OUT; FIRST SURVEY RESPONSE RECEIVED ON 12-19-15; LAST SURVEY RESPONSE AND SURVEY COMPLETED ON 10-6-16; EMAILED IOCRA'S ALETHA DUNSTON ON 10-6-16 IN REGARDS TO THE SURVEY BEING A 10 MONTH PERIOD TO COMPLETE TRYING TO RECEIVE APPROVAL OF THE TIMEPERIOD; IOCRA'S ALETHA DUNSTON RESPONDED BACK ON 11-10-16 WITH APPROVAL OF THE INCOME SURVEY TIMEPERIOD (SEE ATTACHED EMAIL CHAIN).**

## **Random Selection Methodology:**

### **Original 342 Random Households:**

Using the most current Montgomery County 911 address list provided by the Montgomery County's Economic Development (Indiana West Advantage), a total number of households was determined to be 13,641. As determined by the Sample Size Calculator (SSC) on the website (<http://surveysystem.com/sscalc.htm>) and developed by Creative Research Systems to enable survey researchers to calculate sample sizes from various population sizes - the randomly selected sample size of 374 households is needed to be surveyed (**Based upon a 95% confidence level, a 5 confidence-interval and a population of 13,641**). In order to obtain the randomized sample of households, the excel list was developed on the computer and was then manually prompted to run a randomized sort on the entire "original list."

Kristy Jerrell, President/Grant Administrator of Jerrell Consulting & Grant Administration Services, conducted mail surveys from the 374 "original list." A minimum of two attempts were made by Kristy Jerrell to contact the randomly selected households. If the respondent refused any attempt, the household was replaced with the first chosen "replacement list" household available. Dates of the attempts and the positive/negative responses were noted and any replacement households were noted as such.

### **Replacement Random Household Group**

As stated above, the "replacement list" was chosen in the same manner as the "original list" by selected the next households on the already randomly selected list.

- Replacement households will be used in the event that any of the randomly selected original 374 households either refused to participate or are unavailable on 2 different occasions. A replacement household will be substituted in the failed survey's place. Also, any incomplete or unclear survey responses will be removed and substituted with a replacement household.

- In the event that more selected replacements are necessary, the remaining group of households will be chosen from the already randomly selected list, in order, like the previous list to fill the void.

***PART A. INFORMATION OBTAINED FROM SURVEY***

1. Number of families in the target area	13,641
2. Total number of families interviewed	374
3. Total number of low- and moderate income families	219
4. Total number of persons living in the low- and moderate income families interviewed	417
5. Total number of families interviewed in which the income was above the low- and moderate income level	155
6. Total number of persons living in the families in which the income was above the low- and moderate-income level.	328

***PART B. CALCULATIONS BASED ON DATA CONTAINED IN SURVEY***

7. Average size of low- and moderate households <i>(line 4 divided by line 3)</i>	1.904
8. Average size of non-low- and moderate households <i>(line 6 divided by line 5)</i>	2.116
9. Proportion of families interviewed with low- and moderate income <i>(line 3 divided by line 2)</i>	0.5855
10. Proportion of families interviewed with non-low- and moderate income <i>(line 5 divided by line 2)</i>	0.4144
11. Estimate of total number of low- and moderate income families in the target area <i>(line 1 multiplied by line 9)</i>	7,987
12. Estimate of total number of non-low- and moderate income families in the target area <i>(line 1 multiplied by line 10)</i>	5,653
13. Estimate of total number of low- and moderate income persons in the target area <i>(line 7 multiplied by line 11)</i>	15,207
14. Estimate of total number of non-low- and moderate income persons in the target area <i>(line 8 multiplied by line 12)</i>	11,962
15. Estimate of total number of persons in the target area <i>(line 13 added to line 14)</i>	27,169
16. Estimated percentage of persons in target area who have low- and moderate income. <i>(line 13 divided by line 15)</i>	55.97%

**Billing Information:**  
**Indiana West Advantage**  
**Attention: Tom Utley, Acting Director**  
**200 South Washington Street, Suite 305**  
**Crawfordsville, Indiana 47933**

## Kristy Jerrell

---

**From:** Dunston, Aletha <ADunston@ocra.IN.gov>  
**Sent:** Thursday, November 10, 2016 9:07 AM  
**To:** Kristy Jerrell  
**Cc:** Butts, Tammy  
**Subject:** Re: OCRA Income Survey Clarification MONTGOMERY COUNTY INCOME SURVEY

Correct. Surveys in progress prior to the announcement are not affected. This will be fine.  
We still reserve the right to determine if a survey has extended longer than reasonable. Thank you for checking.  
-Aletha

*Aletha approving income survey*  
**Aletha Dunston, AICP** | CDBG Program Manager  
Indiana Office of Community and Rural Affairs (OCRA)

One North Capitol, Suite 600  
Indianapolis, IN 46204  
317.775.4667 | [ocra.IN.gov](mailto:ocra.IN.gov)  
[adunston@ocra.in.gov](mailto:adunston@ocra.in.gov)

On Nov 2, 2016, at 6:36 PM, Kristy Jerrell <[jerrellconsulting@ma.rr.com](mailto:jerrellconsulting@ma.rr.com)> wrote:

Hello Aletha:

I had emailed you on 10-6-16 inquiring about a decision for the Montgomery County income survey (See email below). You read the email on 10-12-16 but did not respond with an answer (See pasted email in this email as your read receipt). I need a response from you to place in my file for the monitoring of this survey when it comes time for the documentation. Thanks ☺

<image001.png>

**KRISTY JERRELL**

**JERRELL CONSULTING & Grant Administration Services LLC**

**Certified Womens Business Enterprise (WBE)**

1813 West Colonial Drive

Terre Haute, Indiana 47802

812-878-0826 Cell

[jerrellconsulting@ma.rr.com](mailto:jerrellconsulting@ma.rr.com)

***“Making a Big Difference in Small Communities”***

**From:** Kristy Jerrell [<mailto:jerrellconsulting@ma.rr.com>]

**Sent:** Thursday, October 6, 2016 8:20 AM

**To:** 'Dunston, Aletha' <[ADunston@ocra.IN.gov](mailto:ADunston@ocra.IN.gov)>

**Subject:** RE: OCRA Income Survey Clarification MONTGOMERY COUNTY INCOME SURVEY

Hello Aletha:

Just today I completed a full County Survey for **Montgomery County**. Their total population is 13,640 households. The first income survey was mailed out on 12-14-15 with the first response received being 12-19-15. I completed the survey today as I just received the final completed survey today 10-6-16 (this is almost a 10 month period and even before the new income survey policy was announced in the newsletter). As per our phone conversation earlier when you and Tammy Butts called me about the Vigo County Project and their ROF extension and I inquired about the new income survey policy – you stated that any in progress surveys will not be affected.

I am emailing to make sure that your statement on the phone to me is still correct for this **Montgomery County** income survey that I just completed today.

Thanks ☺

**KRISTY JERRELL**

**JERRELL CONSULTING & Grant Administration Services LLC**

**Certified Womens Business Enterprise (WBE)**

1813 West Colonial Drive

Terre Haute, Indiana 47802

812-878-0826 Cell

[jerrellconsulting@ma.rr.com](mailto:jerrellconsulting@ma.rr.com)

*“Making a Big Difference in Small Communities”*

## COVER SHEET

### COMMUNITY DEVELOPMENT BLOCK GRANT INCOME SURVEY

NAME:

---

STREET  
ADDRESS:

---

PHONE:

---

DATE:

---

PLEASE FOLLOW THE INSTRUCTIONS ON THE ATTACHED SHEET IN ORDER TO COMPLETE THE SURVEY. THE COVER SHEET WILL BE SEPARATED FROM THE INCOME SURVEY FORM IN ORDER TO ASSURE CONFIDENTIALITY.

The purpose of the following income survey is to gather information needed to apply for a Community Development Block Grant from the State of Indiana. All information will be kept confidential and will be evaluated by the Indiana Grants Management Staff.

Thank you for your participation.

Instructions: Determine the correct number of person(s) in the family and check that number in Column 1. Look at the amount of money listed in Column 2 – Is the total family income above or below that amount of money? Place a check on either "Above" or "Below."			
Number of Persons Living in Household	Income Limits for Montgomery County as of 3-20-15		
_____ One	\$32,200	_____ Above	_____ Below
_____ Two	\$36,800	_____ Above	_____ Below
_____ Three	\$41,400	_____ Above	_____ Below
_____ Four	\$46,000	_____ Above	_____ Below
_____ Five	\$49,700	_____ Above	_____ Below
_____ Six	\$53,400	_____ Above	_____ Below
_____ Seven	\$57,050	_____ Above	_____ Below
_____ Eight	\$60,750	_____ Above	_____ Below

DATA REPORTING INFORMATION:					
Complete the following table regarding the number of persons in the household who will <b>benefit</b> from this project:					
IDIS Numbers	Total	Hispanic	IDIS Numbers	Total	Hispanic
11. White			18. Black/African American and White		
12. Black/African American			19. American Indian/Alaskan Native and Black/African American		
13. Asian			20. Other Multi-Racial		
14. American Indian/Alaskan Native			21. <b>Female Heads of Household</b>		
15. Native Hawaiian/Other Pacific Islander			22. <b>Number of Elderly (+62)</b>		
16. American Indian/Alaskan Native and White			23. <b>Number of Handicapped</b>		
17. Asian and White					

Signature of Interviewer: KRISTY JERRELL, Jerrell Consulting & Grant Administration Services LLC

Date Survey was checked by Interviewer: \_\_\_\_\_

Survey Number: 545

Indiana West Advantage – Montgomery County  
Attention: Kristin Clary, Executive Director  
200 South Washington Street, 3<sup>rd</sup> Floor  
Crawfordsville, IN 47933

Economic Development Planning Study

CURRENT RESIDENT  
678 S CLEVELAND DR  
CRAWFORDSVILLE, INDIANA 479338147

Initial  
Letter  
Sent  
with  
Survey form  
+  
Cover Sheet

Dear Resident:

You have been randomly selected to complete an income survey in order qualify Montgomery County for the Community Development Block Grant Program (CDBG) in order to complete an Economic Development Planning Study. The CDBG Program is a federally funded grant program intended to assist communities with various community development public assistance projects for planning grants and for construction improvements to wastewater, water, roads, bridges, parks, etc.... To receive the federally funded grant dollars, a special income survey must be completed.

Enclosed you will find an income survey and a self-addressed stamped envelope. Please complete the entire form and send the survey back in the postage-paid envelope provided. Kristy Jerrell, Certified Grant Administrator with Jerrell Consulting & Grant Administration Services LLC will be collecting the completed surveys and will be assisting in obtaining certification of this survey.

In order to ensure strict confidentiality with the survey, the Cover Sheet with your information will be separated from the remainder of the survey before any calculations are done. **It is extremely important that all answers on the survey be completed and this survey be returned within 3 days of receiving it.**

Please contact Kristy Jerrell, Certified Grant Administrator at 812-878-0826, Monday through Friday 8:00 am to 4:30 pm, if you have any questions or need assistance in completing this survey.

Thank you for your cooperation in completing this survey.

Sincerely,

*Kristy Jerrell*

Kristy Jerrell  
Certified Grant Administrator

Enclosures

Survey Number: 545

Follow up  
Letter

December 21, 2015

Dear Residents:

The third week of December 2015, an income survey for Montgomery County was mailed to you. This survey was initiated to help the County qualify for the Community Development Block Grant (CDBG) program to be able to seek grant funding for a planning study for an Economic Development Plan.

If you have already completed and returned the income survey, please accept our sincere appreciation for doing so, if not, please complete and mail today. Your answers and participation are extremely important to providing Montgomery County the opportunity to receive grant dollars for this important project.

If by some chance, you did not receive the income survey or it was misplaced, please contact Ms. Kristy Jerrell, Certified Grant Administrator, Jerrell Consulting & Grant Administration Services, LLC at 812-878-0826, Monday through Friday 8:00 am to 4:30 pm.

Thank you for your cooperation.

Sincerely,

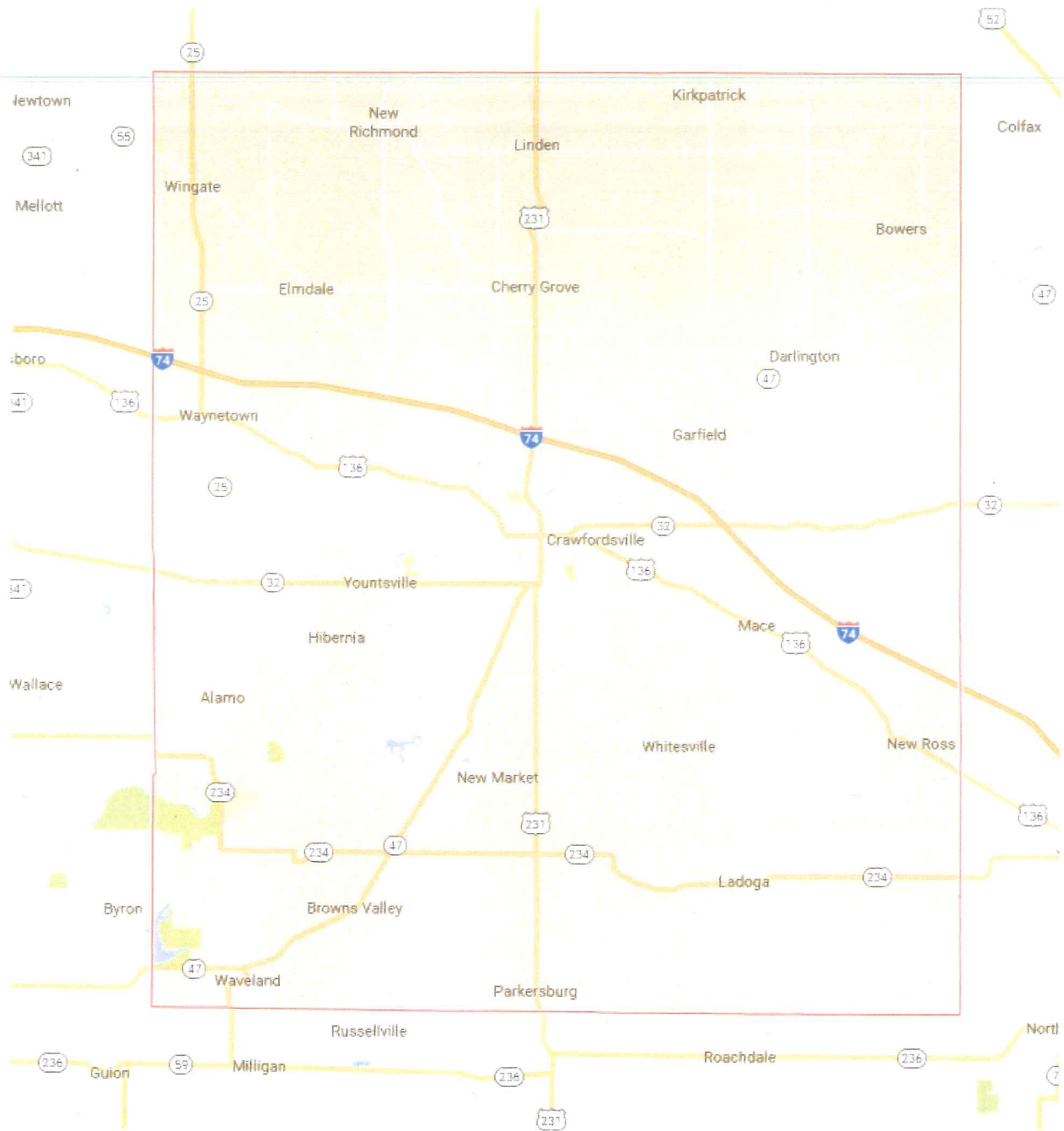
*Kristy Jerrell*

Kristy Jerrell  
Certified Grant Administrator  
Jerrell Consulting & Grant Administration Services, LLC

# MONTGOMERY COUNTY, INDIANA

## MAP

----- = Boundaries of Jurisdiction, Service Area and **Income Survey Area**



File to calculate numbers for Community Development  
Block Grant for:

Montgomery County, Indiana  
Construction and Planning Grant

Original survey date: 12/17/2016

1. EST NUM OF FAMILIES IN THE AREA	13641
2. TOT NUM FAM INTERVIEWED	374
3. TOT NUM LOW-MOD FAM INTERVIEWED	219
4. TOT NUM PERS IN LOW-MOD FAM INT	417
5. TOT NUM FAM ABOVE INT	155
6. TOT NUM PERS IN ABOVE FAM INT	328
7. AVG SIZE LOW-MOD FAM INT	1.90
8. AVG SIZE ABOVE FAM INT	2.12
<b>9. PROP FAM INT WITH LOW-MOD INC</b>	<b>0.586</b>
10. PROP FAM INT ABOVE	0.41
11. EST TOT NUM FAM LOW-MOD IN AREA	7988
12. EST TOT NUM ABOVE IN AREA	5653
13. EST TOT NUM LOW-MOD PERSONS IN AREA	15209
14. EST TOT NUM PERSONS ABOVE IN AREA	11963
15. EST TOT NUM PERSONS IN AREA	27173
<b>16. EST PERCENT PERS IN LOW-MOD GRP</b>	<b>56.0</b>

LOW AND MODERATE FAMILY  
CALCULATIONS OF SURVEY FOR THE  
INDIANA OFFICE OF RURAL AFFAIRS. DATE: 12/17/16

RANGE OF "TRUE" PROPORTION IN LOW-MOD	52.5
"PERSONS" (LMI) AT THE 95% CONFIDENCE LEVEL.	59.5

Bob E. Smiley, Ph.D.

December 17, 2016

Aletha Dunston  
Director, Community Affairs  
Indiana Office of Rural Affairs  
Community Development Block Grant Program  
One North Capitol, Suite 600  
Indianapolis, Indiana 46204

Dear Ms. Dunston:

At the request of Ms. Kristy Jerrell, of the Jerrell Consulting & Grant Administration Services LLC, I have reviewed the methodology and calculations used to complete the study of the income levels of Montgomery County, Indiana. The purpose of this grant application is to help provide funds for a Construction Grant and other Planning Grants in the future.

The survey was to complete the study of income levels of the families in the project area. The project area consists of 13,641 households. In accordance with the 'Conducting an Income Survey for the Community Development Block Grant Program' instructions, when a service area contains 13,641 residences, surveys must be completed for a minimum of 374 (CI-5) randomly selected households from the service area. As instructed, 374 households were randomly selected and interviewed. When a randomly selected household was unresponsive or refused to complete the survey, a replacement household was randomly selected from the remaining households. All random selections, including replacements, are available for review at the office of the Jerrell Consulting, offices.

I found no fault with the system used for this study. The people doing the survey, under the direction of Ms. Jerrell of JCGAS, obtained the required size random sample of the benefiting families. As is my practice, I recalculated all the data entries. My calculation of the proportion of the families in the low and moderate-income group in the study area is 58.6%. This is greater than the 51% required to qualify for the grant.

In addition, I calculated the proportion of persons (LMI) in the low and moderate group and found it to be 56.0%, with a range of 52.5% to 59.5% at the 95% confidence level.

Please contact me if you have any questions.  
Sincerely,



Bob E. Smiley, PhD  
Professor Emeritus of Marketing  
School of Business  
Indiana State University

Appendix D: INCOME SURVEY CERTIFICATION

I hereby certify that, to the best of my knowledge, all information found in all grant survey forms pertaining thereto, are correct and has been gathered in an appropriate and ethical manner. I also understand that the intentional falsification of any survey information associated with this grant application shall immediately result in the disqualification of the applicant's immediate eligibility and possible future eligibility as determined appropriate by the Indiana Office of Community and Rural Affairs. Additionally, I understand that any person intentionally falsifying survey information in connection with this or any other grant application shall be subject to the denial of participation in the CDBG Program and/or fined and/or imprisoned in accordance with state and federal statutes and regulations.

I hereby acknowledge that I have read and understand the above paragraph:

Surveyor 1: Kristen Terrell Signature: Kristen Terrell 12-17-16  
(Please Print) (Date)

Surveyor 2: \_\_\_\_\_ Signature: \_\_\_\_\_ (Date)  
(Please Print)

Surveyor 3: D. DeFuria Signature: D. DeFuria 12-17-16  
(Please Print) (Date)

Note: If there are more than three (3) surveyors, this form should be copied and the remaining surveyors should sign accordingly.

Chief Elected Official:

Jim Folwider Signature: Jim Folwider 12-20-16  
(PLEASE PRINT)

Jim Folwider, Commissioner President  
Montgomery County

# MONTGOMERY COUNTY

100 EAST MAIN STREET, ROOM 102  
CRAWFORDSVILLE, INDIANA 47933  
765-364-6400

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December 17, 2016

Indiana Office of Community & Rural Affairs (IOCRA)  
Attention: Grant Support  
One North Capitol, Suite 600  
Indianapolis, Indiana 46204

RE: EXPLANATION OF LOW TO MODERATE INCOME

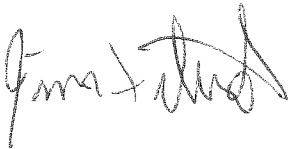
Dear Grant Support:

As the Commissioner President of Montgomery County, I do not agree with the census data showing that Montgomery County's low to moderate level is 36.76% according to the HUD LMI data on your website.

Montgomery County is a big agricultural based County with over 700 farms and 2 years ago the farm economy plummeted as grain prices dropped nearly 40%. This has had a negative effect on income for the residents of this County.

In addition, the income survey that the County just completed on October 6, 2016 shows that the low to moderate income level for all of Montgomery County to be 55.97%, which I believe to be more accurate than the 36.76% according to the HUD LMI data on your website.

Respectfully,



Jim Fulwider, Commissioner President  
Montgomery County

## Certification of Exemption

Determination of activities not subject to 24 CFR 58.34(a)  
May be subject to provisions of Sec 58.6, as applicable

Grant Applicant: Montgomery County, Indiana  
Project Name: Economic Development Planning Study – Planning Grant

Project Description (include all actions that are either geographically or functionally related): Engineering and Grant Administration

Funding Source: **CDBG** X HOME      ESG      HOPWA      EDI       
Capital Fund      Operating Subsidy      Hope VI      Other     

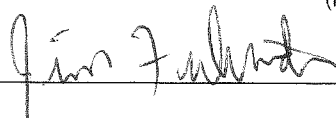
As Chief Elected Official (CEO) of the Applicant, I hereby certify that the above mentioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:

- ☒ 1. Environmental & other studies, resource identification & the development of plans & strategies;
- ☐ 2. Information and financial services;
- ☐ 3. Administrative and management activities;
- ☐ 4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
- ☐ 5. Inspections and testing of properties for hazards or defects;
- ☐ 6. Purchase of insurance;
- ☐ 7. Purchase of tools;
- ☐ 8. Engineering or design costs;
- ☐ 9. Technical assistance and training;
- ☐ 10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
- ☐ 11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
- ☐ 12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, you do not have to submit a Request for Release of Funds (RROF). Once the Grant is awarded you will receive a "Notice of Removal of Environmental Conditions" from IOCRA. You may not incur any cost except for those Administrative, Environmental, and Preliminary Engineering cost authorized by Grant Support prior to Release of Funds notification from IOCRA.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Chief Elected Official's Name/Title: Jim Fulwider, Montgomery County Commissioner President  
(Please Type)

Certifying Official's Signature: 

Date Signed: 12-20-16

# Compliance Documentation Checklist

24 CFR 58.6

Grant Applicant: Montgomery County, Indiana

Project Name: Economic Development Planning Study – Planning Grant

Project Description (include all actions that are either geographically or functionally related): Engineering and Grant Administration

**Level of Environmental Review Determination:** (Select One: (1) Exempt per 24 CFR 58.34, or (2) Categorically Excluded not subject to statutes per § 58.35(b), or (3) Categorically Excluded subject to statutes per § 58.35(a), or (4) Environmental Assessment per § 58.36, or (5) EIS per 40 CFR 1500)

## STATUTES and REGULATIONS listed at 24 CFR 58.6

### FLOOD DISASTER PROTECTION ACT

1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard? **Not applicable for federal formula grants made to a State, 58.6(a)(3).**

☒ No; Cite Source Document:

☐ Yes; Source Document:

2. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)? **Not applicable, see above.**

☐ Yes (Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file).

☒ No (**Federal assistance may not be used in the Special Flood Hazards Area.**)

### COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area?

☒ No; Cite Source Documentation:

☐ Yes - **Federal assistance may not be used in such an area.**

### AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?

☒ No; Source Documentation:

Project complies with 24 CFR 51.303(a)(3).

☐ Yes; **Disclosure statement must be provided** to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record

Prepared by (name and title, please type): Kristy Jerrell, Grant Administrator  
Jerrell Consulting & Grant Administration Services, LLC

Signature: Kristy Jerrell

Date: 12-20-16

24 CFR 58.6 - ERR Document 12/04b HUD Region VI

# RESOLUTION AUTHORIZING APPLICATION SUBMISSION AND LOCAL MATCH COMMITMENT

Resolution No. 2016-13

RESOLUTION OF THE COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, INDIANA  
AUTHORIZING THE SUBMITTAL OF THE CDBG PLANNING GRANT APPLICATION TO THE  
INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS AND ADDRESSING RELATED  
MATTERS

WHEREAS, the County Commissioners of Montgomery County, Indiana recognizes the need to stimulate growth and to maintain a sound economy within its corporate limits; and

WHEREAS, THE Housing and Community Development Act of 1974, as amended, authorizes the Indiana office of Community and Rural Affairs to provide grants to local units of government to meet the housing and community development needs of low-and moderate-income persons; and

WHEREAS, Montgomery County, Indiana has conducted or will conduct public hearings prior to the submission of an application to the Indiana Office of Community and Rural Affairs, said public hearings to assess the housing, public facilities and economic needs of its low-and moderate-income residents:

NOW, THEREFORE BE IT RESOLVED by the County Commissioners of Montgomery County, Indiana that:

1. The Commissioner President is authorized to prepare and submit an application for grant funding to address economic development issues within the County and to execute and administer a resultant grant including requisite general administration and project management, contracts and agreements pursuant to regulations of the Indiana Office of Community and Rural Affairs and the United States Department of Housing and Urban Development.
2. Montgomery County, Indiana hereby commits the requisite local funds in the amount of Four Thousand Dollars and Zero Cents (\$4,000.00) in the form of Indiana West Advantage checking account funds as matching funds for said program, such commitment to contingent upon receipt of CDBG funding from the Indiana Office of Community and Rural Affairs.

Adopted by the County Commissioners of Montgomery County, Indiana this 24<sup>th</sup> day of October, 2016 at  
9:30 am.

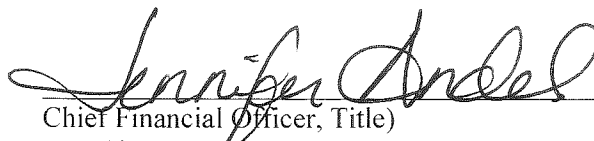
SIGNATURE: \_\_\_\_\_



Chief Elected Official, Title

(Jim Fulwider, Montgomery County Commissioner President)

ATTEST: \_\_\_\_\_



Chief Financial Officer, Title

(Jennifer Andel, Montgomery County Auditor)

201605614 RESLO \$0.00  
10/25/2016 09:38:09A 1 PGS  
Kathy Traughber  
Montgomery County Recorder IN  
Recorded as Presented





*Jennifer Andel*  
*Montgomery County Auditor*

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October 24, 2016

To: Indiana Office of Community and Rural Affairs (OCRA)

This letter is to verify that Montgomery County will be using Indiana West Advantage (IWA) checking account funds in the amount of \$4,000 in the estimated total project cost amount of \$40,000 (\$36,000 IOCRA Grant and \$4,000 local match) to leverage for the CDBG Planning Grant Program to complete a planning study for an Economic Development Plan for the entire County by the way of Resolution # 2016-13 passed October 24, 2016 at 9:30 am.

Sincerely,

Jennifer Andel, Auditor  
Montgomery County

**INDIANA WEST ADVANTAGE**  
**MOTION AUTHORIZING**  
**LOCAL MATCH COMMITMENT**

**Motion Dated 12/22/16**

MOTION OF THE EXECUTIVE BOARD OF DIRECTORS OF INDIANA WEST ADVANTAGE (IWA) IN MONTGOMERY COUNTY, INDIANA AUTHORIZING LOCAL MATCH COMMITMENT FOR THE CDBG PLANNING GRANT APPLICATION THAT THE MONTGOMERY COUNTY COMMISSIONERS IS SUBMITTING TO THE INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS

WHEREAS, the Board of Directors of the IWA recognizes the need to stimulate growth and to maintain a sound economy within its corporate limits: and

WHEREAS, THE Housing and Community Development Act of 1974, as amended, authorizes the Indiana office of Community and Rural Affairs to provide grants to local units of government to meet the housing and community development needs of low-and moderate-income persons; and

WHEREAS, the Montgomery County Commissioners and the IWA has conducted or will conduct public hearings prior to the submission of an application to the Indiana Office of Community and Rural Affairs, said public hearings to assess the housing, public facilities and economic needs of its low-and moderate-income residents:

NOW, THEREFORE BE IT RECORDED by the Board of Directors of the IWA that:

1. IWA hereby commits the requisite local funds in the amount of Four Thousand Dollars and Zero Cents (\$4,000.00) in the form of IWA checking account funds as matching funds for said program, such commitment to contingent upon receipt of CDBG funding from the Indiana Office of Community and Rural Affairs for Montgomery County.

Adopted by the Board of Directors of the IWA this 27<sup>th</sup> day of December 2016 at 2:38 pm.

SIGNATURE: \_\_\_\_\_

Chief Elected Official, Title

(Ron Dickerson, President of the IWA, Executive Board)

ATTEST: \_\_\_\_\_

(Dave Rhoads, Treasurer of the IWA, Executive Committee Board)

## INDIANA WEST ADVANTAGE (IWA)

200 SOUTH WASHINGTON STREET, SUITE 305

CRAWFORDSVILLE, INDIANA 47933

765-362-6851

[WWW.INDIANAWEST.COM](http://WWW.INDIANAWEST.COM)

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December 27, 2016

Indiana Office of Community & Rural Affairs (IOCRA)  
One North Capitol, Suite 600  
Indianapolis, Indiana 46204

To Whom It May Concern:

This letter is to verify that Montgomery County is applying to the Community Development Block Grant (CDBG) Planning Grant Program. The IWA will be committing the local match for the project and hereby commits the requisite local funds in the amount of Four Thousand Dollars and Zero Cents (\$4,000.00), in the form of the following: (1) \$4,000.00 from the IWA checking account funds as matching funds for said program, such commitment to be contingent upon receipt of CDBG funding from the Indiana Office of Community and Rural Affairs.

These local funds will be used as leverage for the CDBG Planning Grant Program to complete the proposed Economic Development Planning Study Project by way of Motion dated 12/22/16 passed on December 27, 2016 at 2:38 pm.

Sincerely,



Dave Rhoads, Treasurer  
IWA Executive Committee

## DISPLACEMENT ASSESSMENT

☒ N/A – No displacement will occur

INSTRUCTIONS: Use this page to assess displacement plans and strategy.

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1. Describe the need for displacement:
2. Substantiate the need for displacement:
3. Explain how displacement will be minimized:
4. Explain how the negative effects of displacement will be minimized:

**Attach Local Displacement Plan even if displacement will not occur – see Sample in the Planning Grant Instruction Packet.**

## MONTGOMERY COUNTY, INDIANA

### LOCAL DISPLACEMENT PLAN

1. Montgomery County will consider for submission to the Indiana Office of Community and Rural Affairs, under its various Community Development Block Grant funded programs, only projects and activities that will result in the displacement of as few persons or businesses as necessary to meet State and local development goals and objectives.
2. Montgomery County will certify to the State, as part of its application process, that it is seeking funds for a project or activity that will minimize displacement.
3. Montgomery County will provide referral and reasonable moving assistance, both in terms of staff time and dollars, to all persons involuntarily and permanently displaced by any project or activity funded with Community Development Block Grant funds.
4. All persons and businesses directly displaced by Montgomery County as the result of a project or activity funded with Community Development Block Grant funds will receive all assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, including provisions of the Uniform Relocation Act Amendments of 1987, Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987.
5. Montgomery County will provide reasonable benefits and relocation assistance to all persons and businesses involuntarily and permanently displaced by the Community Development Block Grant activity funded by the State in accordance with appendices attached hereto, provided they do not receive benefits as part of such action under number 4 above.

**INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS  
COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES PROGRAM  
ASSURANCES AND CERTIFICATIONS**

The applicant hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant, and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- (d) It has facilitated or will facilitate citizen participation by:
  - 1) Publishing a statement of proposed activities so that affected citizens have an opportunity to submit comments on the proposed activities and community development performance of the applicant;
  - 2) Providing adequate notices for two or more public hearings, specifically to persons of low- and moderate-income;
  - 3) Holding two or more public hearings on the proposed application at times and locations convenient to potential beneficiaries, convenient to the handicapped, and meeting needs of non-English speaking residents, if appropriate, to obtain citizens' views before adoption of resolution or similar action by the local governing body authorizing the filing of the application;
  - 4) Providing citizens information concerning the amount of funds available for proposed community development activities and the range of those activities;
  - 5) Providing citizens with information concerning the amount of funds that will benefit persons of low- and moderate-income;
  - 6) Furnishing citizens with the plans made to minimize the displacement of persons and to assist persons actually displaced as a result of grant activities;
  - 7) Providing technical assistance to groups representing persons of low- and moderate-income requesting such assistance in developing proposals;
  - 8) Providing citizens with reasonable notice of substantial changes proposed in the use of grant funds and providing opportunity for public comment;
  - 9) Providing citizens with reasonable access to records regarding the past use of CDBG funds received; and
  - 10) Any modifications or amendments of the program that are made from time to time will be made in accordance with the same procedures required in (d) for the preparation and submission of a statement of proposed activities.
- (e) It has identified housing and community development needs, including those of low- and moderate-income persons and the activities to be undertaken to meet such needs.
- (f) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities that will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight.

[The requirement for this certification will not preclude the Indiana Office of Community and Rural Affairs from approving an application where the applicant certifies, and the Indiana Office of Community and Rural Affairs determines, that all or part of the Community Development Block Grant Program activities are designed to meet other community development needs having a particular urgency as specifically explained in the application.]
- (g) It will minimize displacement of persons and provide for reasonable benefits to any person involuntarily and permanently displaced as a result of activities associated with program funds.
- (h) It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (I) CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or (II) for purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, the grantee certified to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause.

- (i) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements rules, including the provision that program or project completion be no longer than eighteen (18) months from project startup, inclusive of the bid process for professional and engineering services as well as program close-out. In addition, said provision includes an assurance of the availability of project funds, both local and private, upon award of the project grant.
- (j) It will comply with:
- 1) Section 110 of the Housing and Community Development Act of 1974, as amended, by the Housing and Urban-Rural Recovery Act of 1983 and the Housing and Community Development Act of 1987, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;
  - 2) The provisions of the Davis-Bacon Act (46 U.S.C. S 276a-5) with respect to prevailing wage rates (except for projects for rehabilitation of residential properties of fewer than eight units);
  - 3) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week, and
  - 4) Federal Fair Labor Standards Act, 29 U.S.C. S 102 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week; and
  - 5) Anti-kickback (Copeland) Act of 1934, 18 U.S.C. S 874 and 40 U.S.C. S 276c, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- (k) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements.
- (l) It will comply with:
- 1) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
  - 2) The Fair Housing Act (previously known as Title VIII of the Civil Rights Act of 1968) (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
  - 3) Section 109 of Title I of the Housing and Community Development Act of 1987, as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;
  - 4) Executive Order 11063, as amended by Executive Order 12259 on equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance, and requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968; and
  - 5) Executive Order 11246 as amended by Executive Order 11375 and 12086, and the regulations issued pursuant hereto (24 CFR Chapter 60), the Indiana Code (I.C. 22-9-1-10), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontracts on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship.
- (m) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.

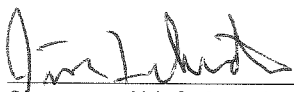
- (n) It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulation at 49 CFR Part 24, and the requirements of section 570.496a and it is following a residential anti-displacement and relocation assistance plan under section 104(d) of Title I of the Housing & Community Development Act of 1974, as amended.
- (o) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (p) It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
- (q) It will give State, HUD and the Comptroller General through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.
- (r) Its chief executive officer or other officer of applicant approved by the Indiana Office of Community and Rural Affairs:
  - 1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. S 4321 et seq.) and other provisions of Federal law, as specified at 24 CFR 58.1 (a) (3) and (a) (4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Indiana Community Development Block Grant Program; and
  - 2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (s) It will comply with:
  - 1) The National Environmental Policy Act of 1969 (42 U.S.C. S 4321 et seq.) and 24 CFR Part 58, and in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (U.S.C. 469a-1, et seq.) by:
    - a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
    - b) Complying with all requirements established by the State and to avoid or mitigate adverse effects upon such properties.
  - 2) Executive Order 11988, Floodplain Management;
  - 3) Executive Order 11990, Protection of Wetlands;
  - 4) Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
  - 5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
  - 6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
  - 7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300f et seq.);
  - 8) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. Section 4831 (b));
  - 9) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
  - 10) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);
  - 11) The Clean Water Act of 1977 (Public Law 95-217); and
  - 12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.);
  - 13) Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) as it relates to the mandatory purchase of flood insurance for special flood hazard areas.
- (t) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.
- (u) It will comply with the provisions of the Indiana Code (I.C.) 35-44-1-3.
- (v) It will abide by the provision that no member, officer, or employee of the grantee or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during the tenure or for one year thereafter shall have any direct or indirect interest in any contractor, subcontractor, or the proceeds thereof, financed in whole or in part with Community Development Block Grants funds.

- (w) It agrees to repay to the State of Indiana any funds under this program which, as the result of a HUD or State of Indiana authorized audit, are found to have been spent in an unauthorized manner or for unauthorized activities.
- (x) It certifies that none of the funds being applied for will be used to substitute for any local, state, federal or private dollars that have been committed to the project as proposed in this application.
- (y) It certifies that it has adopted and will enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction (Section 104(I) of Title I of the Housing & Community Development Act of 1974, as amended).
- (z) It certifies that pursuant to 31 U.S.C. Section 1352, and any regulations promulgated thereunder:
- 1) no federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the proposed Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - 3) The applicant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

---

**THE LEGAL APPLICANT/RECIPIENT CERTIFIES THAT:**

To the best of my knowledge and belief, the recipient will comply with the above assurances if assistance is approved. CERTIFYING REPRESENTATIVE: (To be signed by Chief Elected Official or Designee)

  
\_\_\_\_\_  
Signature, Chief Elected Official

12-20-16  
\_\_\_\_\_  
Date

Name: Jim Fulwider

Title: Montgomery County Commissioner President

## Federal Funding Accountability And Transparency Act Certification

On behalf of and as a duly authorized agent and representative of:

Montgomery County, Indiana  
(Name of City, Town or County)

This is to certify that the legal entity identified above, which corresponds to the DUNS number previously provided,

☐ Did receive 80% or more of its annual gross revenues in U. S. federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements; or

☒ Did not receive 80% or more of its annual gross revenues in U. S. federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements; and

AND

☐ Did receive \$25,000,000 or more in annual gross revenues from U. S. federal contracts, subcontracts, loans, grants, sub grants and/or cooperative agreements; or

☒ Did not receive \$25,000,000 or more in annual gross revenues from U. S. federal contracts, subcontracts, loans, grants, sub grants and/or cooperative agreements.

I certify to the best of my knowledge that the above information is correct.

Jim Fulwider  
Signature, Chief Elected Official

Jim Fulwider  
Printed Name of Chief Elected Official

12-20-16  
Date Signed

Commissioner President -  
Title of Chief Elected Official  
Montgomery  
County

# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2510-0011 (exp. 12/31/2015)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

## Applicant/Recipient Information

Indicate whether this is an Initial Report ☒ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):

Montgomery County

2. Social Security Number or  
Employer ID Number:

3. HUD Program Name

IOCRRA CDBG Planning Grant

4. Amount of HUD Assistance  
Requested/Received

\$36,000

5. State the name and location (street address, City and State) of the project or activity:

Montgomery County, IN Economic Development Planning Sub

## Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3)

☒ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ Yes ☒ No

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:

Date: (mm/dd/yyyy)

x 

12-20-2016

Jim Fulwider

Montgomery County Commissioner President

## Certification of Accessibility

I hereby certify that all applicable handicap standards of accessibility for the following project:

Project Name:	Economic Development Planning Study
Grantee:	Montgomery County
Grant Number:	No Assigned Yet

**Project Classification** (Check applicable box.)

Project is Exempt:	<input checked="" type="checkbox"/>
Project has been designed in consistency with the current interpretation of the federal, state and local laws, regulations and codes:	<input type="checkbox"/>

**Type of CDBG Project** (Check applicable box.)

Sewer Facilities	<input type="checkbox"/>	Water Facilities	<input type="checkbox"/>	Drainage Facilities	<input type="checkbox"/>
Planning Activity	<input checked="" type="checkbox"/>	Public Facilities	<input type="checkbox"/>	Other	<input type="checkbox"/>

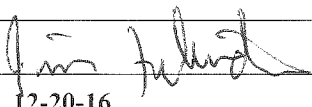
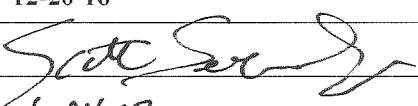
In addition to the above, indicate efforts made by the Grantee/Sub-recipient to adhere to Section 504 regulations governing the accessibility of federally assisted buildings and facilities. (Check all that apply.)

Programs and program information are made accessible to individuals with handicaps.	<input checked="" type="checkbox"/>
Has obtained special communication systems if needed (TTY, Braille).	<input type="checkbox"/>
Policies and procedures are nondiscriminatory.	<input type="checkbox"/>
Made reasonable accommodations for persons with known handicaps.	<input checked="" type="checkbox"/>

**To be completed by Grantee/Sub-recipient with more than 15 employees:** (Check all that apply.)

Designated Section 504 Coordinator.	<input type="checkbox"/>
Notified participants of non-discrimination policies.	<input type="checkbox"/>
Conducted self-evaluation of compliance.	<input type="checkbox"/>
Other, describe:	

**Signatures**

Signature of Chief Elected Official:	
Date:	12-20-16
Signature of Design Engineer:	
Date:	1-24-17

## CIVIL RIGHTS CERTIFICATION

The Applicant, any contractor, any subcontractor, or any other party performing any services or having any responsibilities hereunder shall fully and completely comply with the following:

- a) Section 109 of the Housing and Community Development Act of 1974 which requires that no person in the United States shall on the grounds of race, color, national origin or sex, be excluded from the participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds.
- b) Shall not, under any program or activity pursuant to this Agreement, directly or through contractual or other arrangements, on the grounds of race, color, national origin, sex, age, handicap status or religion:
  - i. Deny any individual any facilities, services, financial aid or other benefits provided under the program or activity.
  - ii. Provide any facilities, services, financial aid or other benefits in a different form from those provided under the program or activity.
  - iii. Subject any person to segregated or separate treatment in, or in any matter of process related to receipt of any services or benefit under the program or activity.
  - iv. Restrict an individual in any way access to, or the enjoyment of, any advantages or privilege enjoyed by others in connection with facilities, services, financial aid or any other benefits under the program or activity.
  - v. Treat an individual different from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or any benefit provided under the program or activity.
  - vi. Deny an individual an opportunity to participate in a program or activity as an employee.
- c) Shall not use criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, national origin, sex, age, handicap status or religion, or have effect of defeating or substantially impairing the accomplishment of the objectives of the Housing and Community Development Act of 1974, (as amended).
- d) In determining a site or location of housing or facilities shall not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, sex, age, handicap status, or religion.

The Applicant in all contracts or agreements subject to Executive Order 11246 shall be subject to HUD Equal Employment Opportunity regulations at 24 CFI Part 130 applicable to HUD assisted construction contracts.

The Applicant shall cause or require to be inserted in full in any non-exempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

The Applicant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. Such action shall include, but not limit to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection or training; including apprenticeship. The applicant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantor setting for the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the applicant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Applicant Contractor will comply with all provisions of Executive Order 11246 of September 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Applicant/Contractor will comply with all provisions of Title VIII, Civil Rights Act of 1968, which prohibits discrimination in the sale of rental dwellings, discrimination in the financing of housing, blockbusting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing services or real estate brokers' organization for discriminatory reasons.

The Applicant/Contractor will comply with Section 3 Housing and Urban Development Act of 1968, Section 504: Rehabilitation Act of 1974, Executive Order 11063 and all other Federal Rules and Regulations.

The Applicant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules and regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

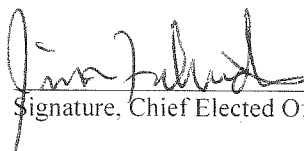
In the event of the Applicants noncompliance with the nondiscrimination clauses of an executed agreement or with any Such rules, regulations, or orders, this agreement may be canceled, terminated or suspended in whole or in part and the applicant May be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 14, 1965 or by rule, regulation, or order of the Secretary of Labor.

The Applicant shall require that the language referred to in this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

The Legal Applicant/Recipient Certifies That:

To the best of my knowledge and belief, the recipient will comply with the above certification if assistance is approved.

Certifying Representative: (to be signed by Chief Elected Official or Designee)

  
\_\_\_\_\_  
Signature, Chief Elected Official

\_\_\_\_\_  
12-20-16  
Date

Jim Fulwider  
Name (typed or printed)

Montgomery County Commissioner President  
Title

12-20-16  
Date

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**MONTGOMERY COUNTY, INDIANA  
FAIR HOUSING ORDINANCE**

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**GENERAL ORDINANCE # 2017-2**

**WHEREAS**, in accordance with the Civil Rights Act of 1968, as amended, the Housing and Community Development Act of 1974, as amended, and Indiana Code 22-9.5-1, et. Seq., the following provisions are necessary and appropriate to prevent discrimination in the area of housing because of race, color, religion, sex, handicap, familial status or national origin:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF  
Montgomery County, Indiana, AS FOLLOWS:

**Section 1    *Policy Statement***

It shall be the policy of Montgomery County to provide, within constitutional limitation, for fair housing throughout its corporate limits as provided for under the federal Civil Rights Act of 1968, as amended, the federal Housing and Community Development Act of 1974, as amended, and Indiana Code 22-9.5-1 et. seq.

**Section 2    *Definitions***

The definitions set forth in this Section shall apply throughout this Ordinance:

- A. Dwelling means any building, structure, or part of a building or structure that is occupied as, or designed or intended for occupancy as, a residence by one (1) or more families; or any vacant land which is offered for sale or lease for the construction or location of a building, structure, or part of a building or structure that is occupied as, or designed or intended for occupancy as a residence by one (1) or more families (I.C. 22-9.5-2-8).
- B. Family includes a single individual (I.C. 22-9.5-2-9), with the status of such family being further defined in subsection (H) of this Section.
- C. Person (I.C. 22-9.5-2-11), includes one (1) or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, non-incorporated organizations, trustees, trustees in cases under Title 11 of the United States Code, receivers, and fiduciaries.
- D. To Rent (I.C. 22-9.5-2-13), includes to lease, to sublease, to let and otherwise to grant for a consideration the rights to occupy the premises owned by the occupant.
- E. Discriminatory Housing Practice means an act that is unlawful under Sections

4,5,6,7 or 8 of this Ordinance or I.C. 22-9.5-5.

F. Handicap means, with respect to a person:

1. a physical or mental impairment which substantially limits one or more of such person's major life activities,
2. a record of having such an impairment, or
3. being regarded as having such an impairment,
4. an impairment described or defined pursuant to the federal Americans with Disabilities Act of 1990.
5. Any other impairment defined in 910 IAC 2-3.

The term 'Handicap' shall not include current illegal use of or addictions to a controlled substance as defined in Section 802 of Title 21 of the United States Code 910 IAC 2-3-2(14); nor does the term 'Handicap' include an individual solely because that individual is a transvestite 910 IAC 2-3-2(14).

G. An Aggrieved Person includes any person who (I.C. 22-9.5-2-2):

1. claims to have been injured by a discriminatory housing practice; or
2. believes that such person will be injured by a discriminatory housing practice that is about to occur.

H. Familial Status means one or more individuals who have not attained the age of 18 years being domiciled with a parent or another person having legal custody of such individual or the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

I. Commission (I.C. 22-9.5-2-3) means the Indiana Civil Rights Commission created pursuant to I.C. 22-9-1-4, et. Seq.

J. Complainant (I.C. 22-9.5-2-4) means a person, including the Commission, who files a complaint under I.C. 22-9.5-6.

### **Section 3    *Unlawful Practice***

Subject to the provisions of subsection (B) of this Section, Section 9 of this Ordinance and Title 22-9.5-3 of Indiana Code, the prohibitions against discrimination in the sale or rental of housing set forth Title 22-9.5-5-1 of Indiana Code and in Section 4 of this Ordinance shall apply to:

A. All dwellings except as exempted by subsection (B) and Title 22-9.5-3 of Indiana Code.

B. Other than the provisions of subsection (C) of this Section, nothing in Section 4 shall

apply to:

1. Any single-family house sold or rented by an owner where the private individual owner does not own more than three such single-family houses at any one time; provided that in the sale of such single-family house by a private individual owner not residing in the house at the time of sale or exemption shall apply only to one such sale within any twenty-four (24) month period. The private individual owner may not own any interest in, nor have owned or reserved on his behalf, title to or any right to all or a portion of the proceeds from the sale or rental of more than three such single-family houses at any one time. The sale or rental of any such single-family house shall be exempted from application of this section only if such house is sold or rented:
    - a. without the use in any manner of the sales or rental facilities or services of any real estate broker, agent or salesman, or any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent or salesman, or person and
    - b. without the publication, posting or mailing, after notice of advertisement or written notice in violation of Section 4(C) of this Ordinance, but noting in this provision shall prohibit the use of attorneys, escrow agents, abstracters, title companies and other such professional assistance as necessary to perfect or transfer this title, or
  2. Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.
- C. For the purposes of subsection (B), a person shall be deemed to be in the business of selling or renting dwellings if:
1. They have, within the preceding twelve (12) months, participated as principal in three or more transactions involving the sale or rental of any dwelling or any interest therein, or
  2. They have, within the preceding twelve (12) months, participated as agent, other than in the sale of his own personal residence, in providing sales or rental facilities or services in two or more transactions involving the sale or rental of any dwelling or any interest therein, or
  3. They are the owner of any dwelling unit designed or intended for occupancy by, or occupied by, five (5) or more families.

#### **Section 4    *Discrimination in the Sale or Rental of Housing***

As made applicable by Section 3 and except as exempted by Section 3(B) and 9, it shall be unlawful:

- A. To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, handicap, familial status or national origin.
- B. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, handicap, familial status or national origin.
- C. To make, print, or publish, or cause to be made, printed, or published any notice, statement or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention to make any such preference, limitation or discrimination.
- D. To represent to any person because of race, color, religion, sex, handicap, familial status or national origin that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
- E. For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or perspective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, handicap, familial status or national origin.
- F. To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of:
  - 1. that buyer or renter;
  - 2. a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
  - 3. any person associated with that person.
- G. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap of:
  - 1. that person; or
  - 2. a person residing in or intending to reside in that dwelling after it is so sold,

rented, or made available; or

3. any person associated with that person.

H. For purposes of this subsection, discrimination includes:

1. a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises except that, in the case of a rental, the landlord may where it is reasonable to do so condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modifications, reasonable wear and tear excepted;
2. a refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or
3. in connection with the design and construction of covered multi-family dwellings for first occupancy after the date that is 30 months after September 13, 1998, a failure to design and construct those dwellings in such a manner that;
  - a. the public use and common use portions of such dwellings are readily accessible to and usable by handicapped persons;
  - b. all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by handicapped persons in wheelchairs; and
  - c. all premises within such dwellings contain the following features of adaptive design:
    - i. an accessible route into and through the dwelling;
    - ii. light, switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
    - iii. reinforcements in bathrooms such that an individual in a wheelchair can maneuver about the space.

Compliance with the appropriate requirement Americans with Disabilities Act of 1990 and of the American National Standard for Buildings and Facilities providing accessibility an usability for physically handicapped people (commonly cited as □ANSI A117.1") suffices to satisfy the requirements of paragraph (3) (C)(iii).

Nothing in this subsection requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health of safety of other individuals of whose tenancy would result in substantial physical damage to the property of others.

### ***Section 5    Discrimination in Residential Real Estate-Related Transactions***

- A. It shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, sex, handicap, familial status, or national origin.
- B. As used in this section, the term residential real estate-related transaction means any of the following:
  - 1. The making or purchasing of loans or providing other financial assistance:
    - i. for purchasing, constructing, improving, repairing, or maintaining a dwelling; or
    - ii. secured by residential real estate.
  - 2. The selling, brokering, or appraising of residential real property.
- C. Nothing in this Ordinance prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, religion, national origin, sex, handicap, or familial status.

### ***Section 6    Discrimination in the Provision of Brokerage Service***

It shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, handicap, familial status or national origin.

### ***Section 7    Interference, Coercion, or Intimidation***

It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by sections 3, 4, 5 or 6 of this Ordinance.

### ***Section 8    Prevention of Intimidation in Fair Housing Cases***

Whoever, whether or not acting under code or law, by force or threat of force willfully injures, intimidates or interferes with, or attempt to injure, intimidate or interfere with:

- A. any person because of his race, color, religion, sex, handicap, familial status, or national origin and because he is or has been selling, purchasing, renting, financing, occupying, or contracting or negotiating for the sale, purchase, rental, financing or occupation of any dwelling, or applying for or participating in any service, organization, or facility relating to the business of selling or renting dwellings; or
- B. any person because he is or has been, or in order to intimidate such person or any

other person or any class of persons from:

1. participating, without discrimination on account of race, color, religion, sex, handicap, familial status, or national origin, in any of the activities, services, organizations or facilities described in subsection (A); or
  2. affording another person or class of person's opportunity or protection so to participate; or
- C. any citizen because he is or has been, or in order to discourage such citizen or any other citizen from lawfully aiding or encouraging other persons to participate, without discrimination on account of race, color, religion, sex, handicap, familial status, or national origin, in any of the activities, services, organizations or facilities described in subsection (A), or participating lawfully in speech or peaceful assembly opposing any denial of the opportunity to participate shall be fined according to local, state and federal law; and if bodily injury results shall be fined not more than \$10,000 or imprisoned not more than ten years, or both; and if death results shall be subject to imprisonment for any term of years or for life.

### ***Section 9 Equal Access to Housing in HUD Programs***

Pursuant to 24 CFR Part 5.403 and 24 CFR Part 574.3 the definition of "family" is revised to include families regardless of the actual or perceived sexual orientation, gender identity, or marital status of its members.

### ***Section 10 Exemptions***

- A. Exemptions defined or set forth under Title 22-9.5-3 et. seq. of Indiana Code shall be exempt from the provisions of this Ordinance to include those activities or organizations set forth under subsections (B) and (C) of this Section.
- B. Nothing in this Ordinance shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color or national origin. Nor shall anything in this Ordinance prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members.
- C. Nothing in this Ordinance regarding familial status shall apply with respect to housing for older persons. As used in this Section, 'housing for older persons' means housing:

1. provided under any state or federal program that the Secretary of the Federal

Department of Housing and Urban Development or the state civil rights commission determines is specifically designed and operated to assist elderly person (as defined in the state or federal program) or;

2. intended for, and solely occupied by, person 62 years of age or older; or
3. intended and operated for occupancy by at least one person 55 years of age or older per unit.

### ***Section 11 Administrative Enforcement of Ordinance***

- A. The authority and responsibility for properly administering this Ordinance and referral of complaints hereunder to the Commissioner as set forth in subsection (B) hereof shall be vested in the Chief Elected Official of Montgomery County, Indiana.
- B. Notwithstanding the provisions of I.C. 22-9.5-4-8, Montgomery County, Indiana, because of lack of financial and other resources necessary to fully administer enforcement proceedings and possible civil actions under the Ordinance, herein elects to refer all formal complaints of violation of the articles of this Ordinance by complainants to the Indiana Civil Rights Commission for administrative enforcement actions pursuant to Title 22-9.5-6 of Indiana Code and the Chief Elected Official of Montgomery County, Indiana, shall refer all said complaints to the Commission as provided for under subsection (A) of this Section to said Commission for purposes of investigation, resolution and appropriate relief as provided for under Title 22-9.5-6 of Indiana Code.
- C. All executive departments and agencies of Montgomery County, Indiana shall administer their departments, programs and activities relating to housing and urban development in a manner affirmatively to further the purposes of this Ordinance and shall cooperate with the Chief Elected Official and the Commission to further such purposes.
- D. The Chief Elected Official of Montgomery County, Indiana, or the Chief Elected Official's designee, shall provide information on remedies available to any aggrieved person or complainant requesting such information.

### ***Section 12 Severability of Provisions***


If any provision of this Ordinance or the application thereof to any person or circumstances shall be determined to be invalid, the remainder of the Ordinance and the application of its provisions to other persons not similarly situated or to other circumstances shall not be affected thereby.

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***Certification of Adoption***

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It is hereby certified that this Ordinance Number 2017-2 was passed by the County Commissioners of Montgomery County, Indiana, at its legally convened meeting on January 9, 2017 at 9:00 am.

  
\_\_\_\_\_  
Signature, Chief Elected Official

1-9-17  
\_\_\_\_\_  
Date

Jim Fulwider, Commissioner President  
\_\_\_\_\_  
Name and Title, Chief Elected Official

Attested by:

  
\_\_\_\_\_  
Signature, Chief Financial Officer

1-9-17  
\_\_\_\_\_  
Date

Jennifer Andel, Montgomery County Auditor  
\_\_\_\_\_  
Name and Title, Chief Elected Official

DRUG FREE

# MONTGOMERY COUNTY EMPLOYEE HANDBOOK

Adopted: December 5, 2016

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Use of this Handbook

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## **5. HEALTH AND SAFETY POLICIES**

### **5.01 SAFETY PROGRAMS**

The County will continue to make reasonable provisions for the safety and health of its employees at its facilities during the hours of their employment. Protective devices and other equipment necessary to protect employees from injury will be provided by the County in accordance with applicable laws and safety needs. All employees are required to use equipment properly, and are responsible for safety and other equipment issued to them. Equipment will be replaced only upon return of the item that needs to be replaced. All employees are responsible for following safety procedures as established by County policy.

On-the-job accidents, injuries, and illnesses, regardless of how minor, must be reported to a supervisor and Board of Commissioners immediately. Employees that witness a failure to follow the safety rules shall report the incident to his or her supervisor. Failure to do so may disqualify an employee from receiving worker's compensation benefits or an excused absence and may result in disciplinary action.

Drivers of County vehicles must not use alcohol or drugs when performing safety-sensitive functions or perform safety-sensitive functions within four (4) hours after using alcohol. Safety-sensitive functions are defined as:

- All time spent at a facility or on any public property, waiting to be dispatched, unless the employee/driver has been relieved from duty by the County.
- All time spent inspecting equipment or otherwise inspecting, servicing or conditioning any motor vehicle at any time.
- All time spent at the driving controls of a motor vehicle either while in operation or not in operation.
- All time loading and unloading a motor vehicle, supervising or assisting in the loading, attending a vehicle, being loaded or unloaded or remaining in readiness to operate the vehicle.
- All time spent performing the driver requirements relating to an accident.
- All time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

### **5.02 DRUG, ALCOHOL AND SMOKE FREE WORKPLACE**

The County is committed to providing a safe working environment and, likewise, expects its employees to report to their jobs physically and mentally fit for work. Furthermore, the County is committed to assuring its continued representation as a quality enterprise. This policy is intended to ensure a drug-free work environment for the benefit of

employees and customers in the County. It is also this County's policy to assist employees who have a problem with drug and alcohol abuse. Our goal is to eliminate the abuse, not the abuser. Our goal is to help, not apprehend. No one will be disciplined for requesting assistance.

Reporting to work or being at work under the influence of alcohol or non-prescription drugs is absolutely prohibited. The County reserves the right as a condition of initial or continued employment to administer a physical examination, alcohol or drug test to applicants or employees.

The County Code forbids smoking of tobacco on County property except in designated areas.

#### **5.02.1 POLICY REQUIREMENTS**

5.02.1.1. The use, possession, sale, or transfer of an illegal drug by any employee on County premises, in the performance of County business, or at County-sponsored events, is strictly prohibited.

5.02.1.2. The use of any legally obtained drug by any employee while performing County business or while on County premises is prohibited to the extent that such use may adversely affect the safety of the employee or others, the employee's job performance, or the County's regard or reputation in the community. Employees who have been informed or have discovered that the use of a legal drug may adversely affect job performance or behavior are to report such drug use and possible side effects to management.

5.02.1.3. The unauthorized use, possession, sale or transfer of alcohol on County premises is prohibited. The use of alcohol by employees while conducting County business, attending County-sponsored business or social functions, or otherwise representing the County off County premises is permitted only to the extent that it is not unlawful and does not adversely affect the safety of the employee or others, the employee's job performance, or the County's regard or reputation in the community.

5.02.1.4. The presence of any illegal drug or alcohol in an employee's system while on County premises or while otherwise performing County business is prohibited.

#### 5.02.2 TESTING:

The County may require an employee to submit to any one of four drug and/or alcohol tests depending on various circumstances as defined in this policy.

**1. POST ACCIDENT:** This section applies to all employees who are involved in an accident while driving a County owned vehicle or the employee's vehicle while engaged in county business. If there is reason to believe that the employee's impairment may be the cause of an accident, the employee must submit to a drug and alcohol screening when:

- A. a driver is involved in an accident where a fatality is involved;
- B. a driver is involved in a recordable accident and receives a citation for a moving violation;
- C. a driver is involved in a recordable accident, if either vehicle involved requires towing away from the scene or if any person involved requires medical treatment; and
- D. an employee is involved in an accident while on the job and requires medical treatment.

In the event a driver is so seriously injured that he or she is unable to provide a urine or breath specimen at the time of the accident, the driver must provide the necessary authorization for the County to obtain hospital records or other documentation that would indicate whether there were controlled substances or alcohol in the driver's system at the time of the accident.

All sworn personnel are subject to the Standard Operating Procedures of the Sheriff's Office.

**2. REASONABLE SUSPICION TESTING:** Reasonable suspicion to screen an employee exists when an employee manifests symptoms or reactions commonly attributed to the use of a controlled substance or alcohol.

**3. RETURN TO DUTY FOLLOW-UP:** A drug and alcohol screen may be required when an employee has violated this policy and has received disciplinary action resulting in a suspension from duty. The employee's supervisor may require the employee to submit to a drug and alcohol screen prior to the employee being reinstated.

**4. RANDOM TESTS:** Employees in the County Police Department and Highway Department are subject to random drug testing at any time with or without cause or suspicion in order to assure compliance with federal, state and county policies, rules and laws.

**5.02.3 REFUSAL TO TEST** – Refusal to submit to drug and alcohol screens may be grounds for termination of an existing employee. A refusal to test may be defined as conduct that would obstruct the proper administration of a test and may constitute a failure. A delay in providing a sample may also constitute an obstruction in the proper administration of a screen and may constitute a failure.

**5.02.4 TESTING AGENCY** – All testing shall be done by a qualified testing agency of the County's choosing and at the County's expense. The only exception is that the County will only pay for one Return to Duty Follow-up test. An employee who fails the initial Return to Duty Follow-up test must bear the cost of each subsequent test until the employee passes and is reinstated.

**5.02.5 CONSEQUENCES FOR POLICY VIOLATION** – Any employee who violates this policy will be subject to disciplinary action up to and including termination.

1. **Disciplinary Action:** Depending upon the seriousness of the offense, any violation of the policy requirements of this policy will result in discipline up to and including termination.
2. The failure or refusal to complete the necessary paperwork or to submit to a drug test or to undergo treatment pursuant to this policy will be grounds for immediate termination.
3. All performance shortcomings, prohibited conduct, and attendance problems will result in discipline pursuant to the County's policies independently of any drug or alcohol implications or causes.
4. If an employee is aggrieved by the disciplinary process under this policy, he or she may appeal the action to the Board of Commissioners by submitting the appeal in writing within ten days to the Auditor. The Auditor shall notify the Board of Commissioners, and the Board will schedule a meeting within 20 days of the written appeal. The Board shall issue a written findings of fact. The employee may appeal the Board's decision to the Circuit Court of Montgomery County.

Comment [MAR3]: Titles for 2 -4?

# SCOPE OF SERVICES

In general, the scope of services for this project consists of developing an economic development plan and interchange development plan for Montgomery County, Indiana. Work will include a complete analysis of existing conditions, establishing economic development vision and goals, creating a development plan to improve land use and support development at and around the I-74/SR 32 interchange and establishment of a work plan to identify key strategies necessary to implement plan recommendations. The study area will include a general review of all of Montgomery County, but special focus will be given to areas where economic growth potential is the greatest, specifically at and around the I-74/SR 32 interchange.

A detailed scope of work follows:

## **TASK 1: INFORMATION GATHERING & VISION DEVELOPMENT**

### **Task 1A | Preliminary Information Gathering/Coordination**

HWC Engineering will review existing projects/policies and collect additional data as required to gain a detailed understanding of economic characteristics, land use, infrastructure and local government development processes and regulations currently in place in Montgomery County. Research will be conducted from a variety of sources, including the U.S. Census Bureau, Indiana Business Research Center, U.S. Bureau of Economic Analysis, U.S. Department of Labor, the Indiana Department of Workforce Development and local geographic information systems and staff interviews. Montgomery County shall furnish all previously completed and related studies, plans and information collected as they pertain to the project.

### **Task 1B | Economic Development Vision Development**

HWC Engineering will facilitate an exercise with the working group established for the project to identify the key elements of an overall economic development vision for Montgomery County. HWC Engineering will review previous and current plans to help inform this process, but the final vision will be unique to this planning effort. Findings will provide a foundation for the development of the rest of the plan.

### **Task 1C | Goal Development & SWOT Exercises**

HWC Engineering will facilitate an exercise with the working group selected by Montgomery County to assist in identifying the key goals that will be the foundation for the land use and the strategic economic development plan. HWC Engineering will also facilitate an exercise focusing on SWOT (strengths, weaknesses, opportunities and threats) of the study area to identify key existing community assets and their utilization, identify community needs and opportunities, understand Montgomery County's position regionally, and understand any competitive advantages for the county.

## **TASK 2: PRELIMINARY PLANNING ANALYSIS**

### **Task 2A | Key Stakeholder Interviews**

Once the process begins to outline the vision and goals, it is important to ensure the alignment of these with the broader community. In order to do this, HWC Engineering will engage up to eight individual or group stakeholder meetings with community stakeholders to receive their input. These conversations are intended to enrich the initial thinking and uncover items and proposals that had not previously been known.

Montgomery County will identify stakeholders to interview, which may include, but are not limited to:

- Business leaders – to better ascertain the business and workforce climate, identify barriers to productivity, and determine steps that need to be taken to improve the business climate
- Education and workforce development practitioners – to better understand issues and linkages within the workforce development support network
- Property owners – to better understand the perspective of significant property owners
- Public officials – to better understand similarities and differences in regional and local issues and needs
- Real estate and development community - to understand current market supply and market demand forces in regard to commercial and industrial properties.



# SCOPE OF SERVICES

## **Task 2B | Preliminary Analysis of Data**

HWC Engineering will analyze collected data, reports, policies, etc. as it pertains to economic development and land use in the study area to inform the planning process. Areas of focus will include:

- Demographics (community profile)
- History and character (significant history of Montgomery County and unique character that will contribute to the vision)
- Workforce profile, capacity, and engagement
- Local quality of life elements (parks, recreation and greenways)
- Land use policies
- Economic development/growth policies
- Analysis will also be completed to understand where there may be gaps between current commercial and industrial markets and future market potential for the county.

## **TASK 3: PLAN DEVELOPMENT**

### **Task 3A | Draft Economic Development Principles**

HWC Engineering will identify key development principles that are applicable to Montgomery County based on the vision and goals that are established as part of this planning effort. This part of the plan will review a variety of key elements and offer an analysis of local issues and opportunities related to each. Categories of analysis will include, but are not limited to:

- |  |  |
|--|--|
| 1. Infrastructure availability and constraints       | 8. Local and state economic development tools              |
| 2. Current and recommended local regulatory policies | 9. Marketing and messaging to support economic development |
| 3. Community asset utilization                       | 10. Public/private Partnerships                            |
| 4. Community land use policies and classifications   | 11. Targets for business attraction                        |
| 5. Funding sources and applicability                 | 12. Geographic targets for development                     |
| 6. Higher education                                  | 13. Regional and state relationships                       |
| 7. Quality of place elements                         | 14. Local collaboration                                    |

### **Task 3B | Infrastructure and Site Feasibility Plan**

HWC Engineering will review the general infrastructure conditions (sewer, water, roads, broadband, rail, etc.) within the county and identify key locations for potential development/redevelopment. HWC Engineering will create a general feasibility analysis for the sites that will outline the issues that impact potential development/redevelopment of the identified sites. As part of this process, HWC Engineering will engage private developers to assist in establishing an evaluation of market potential for identified sites. Potential sites will be prioritized accordingly and strategies will be offered on how to implement the development/redevelopment opportunities for each identified site.

### **Task 3C | I-74/SR 32 Interchange Land Use Plan**

As development/redevelopment occurs at along I-74, it is important that this development reflect the community's desire to develop a proper "gateway" into Montgomery County. It will be important to determine expectations for how development activities in this area impact the vision for that gateway, and what will be required to enforce those expectations. For this work plan, HWC Engineering will develop a recommended land use plan for the interchange and the areas surrounding it. This work plan will be a precursor for a potential future zoning overlay district and associated formal regulations. HWC Engineering will also review various development considerations to determine the suitability of the proposed development at the interchange. This includes zoning, previously identified wetlands, drainage, topography, documented environmental considerations (Phase 1 Environmental review is not included), and transportation access, historical considerations, site size building typologies and commonly identified floodplains.

HWC Engineering will then review the condition and capacity of existing utilities relative to serving the site, including water, sanitary sewer and storm. A meeting will be held with local utility departments as part of this review. Electric, gas and telecommunication companies will be contacted to determine their infrastructure capacity as well. Recommendations will be made for extension of utilities to the site, if necessary.

As with the other sites identified in TASK 3B, private developers and site selection specialists will be engaged to assess market potential for the interchange to set reasonable expectations regarding the potential future scope and timeline of development of the interchange. Detailed recommendations will be created to identify what tools must be developed, what processes must be put into place, and what actions must be taken to activate economic growth at the interchange to its highest and best potential.

# SCOPE OF SERVICES

## **Task 3D | Public Workshop**

HWC Engineering will conduct a workshop that is advertised and open to the public to gather public input and feedback to help inform the planning process and help achieve public consensus behind the economic development plan. This meeting will include a presentation to attendees as well as interactive stations to gather input from attendees.

## **TASK 4: STRATEGIC IMPLEMENTATION PLAN DEVELOPMENT**

### **Task 4A | Implementation Plan Development**

Implementation is the hardest, but most important, part of any planning process. In order to help assist in the implementation of the activities and goals established by this planning process, HWC Engineering will develop a detailed roadmap of how to proceed in the implementation of the final plan. This roadmap will include specific strategies based on issues identified by the planning process and will, as best as possible, be prioritized, attached to a timeline, assigned a party responsible for activation, connected to a way to measure completion (accountability) as well as related to an understanding of the resources that would be required for implementation.

## **TASK 5: FINAL REVIEW AND ADOPTION**

### **Task 5A | Draft Plan Development**

HWC Engineering will prepare a consolidated draft of the final plan elements and distribute a draft version of the final plan for review and comment from the working group.

### **Task 5B | Final Plan Development**

Based on feedback on draft plan identified in TASK 5A, a final plan will be compiled and presented for review/comment. A committee meeting will be held to review the final draft. A final draft will be developed based on comments and feedback from the meeting.

### **Task 5C | Public Meetings**

HWC Engineering will present the plan to the public at one public hearing to engage public feedback on the draft final plan.

### **Task 5D | Plan Adoption**

HWC Engineering will present the plan for formal adoption of the plan at up to two meetings determined by the county.

### **Task 5E | Provide Final Deliverable**

HWC Engineering will provide the approved plan in hard copy (10 copies) as well as one electronic copy (PDF format).

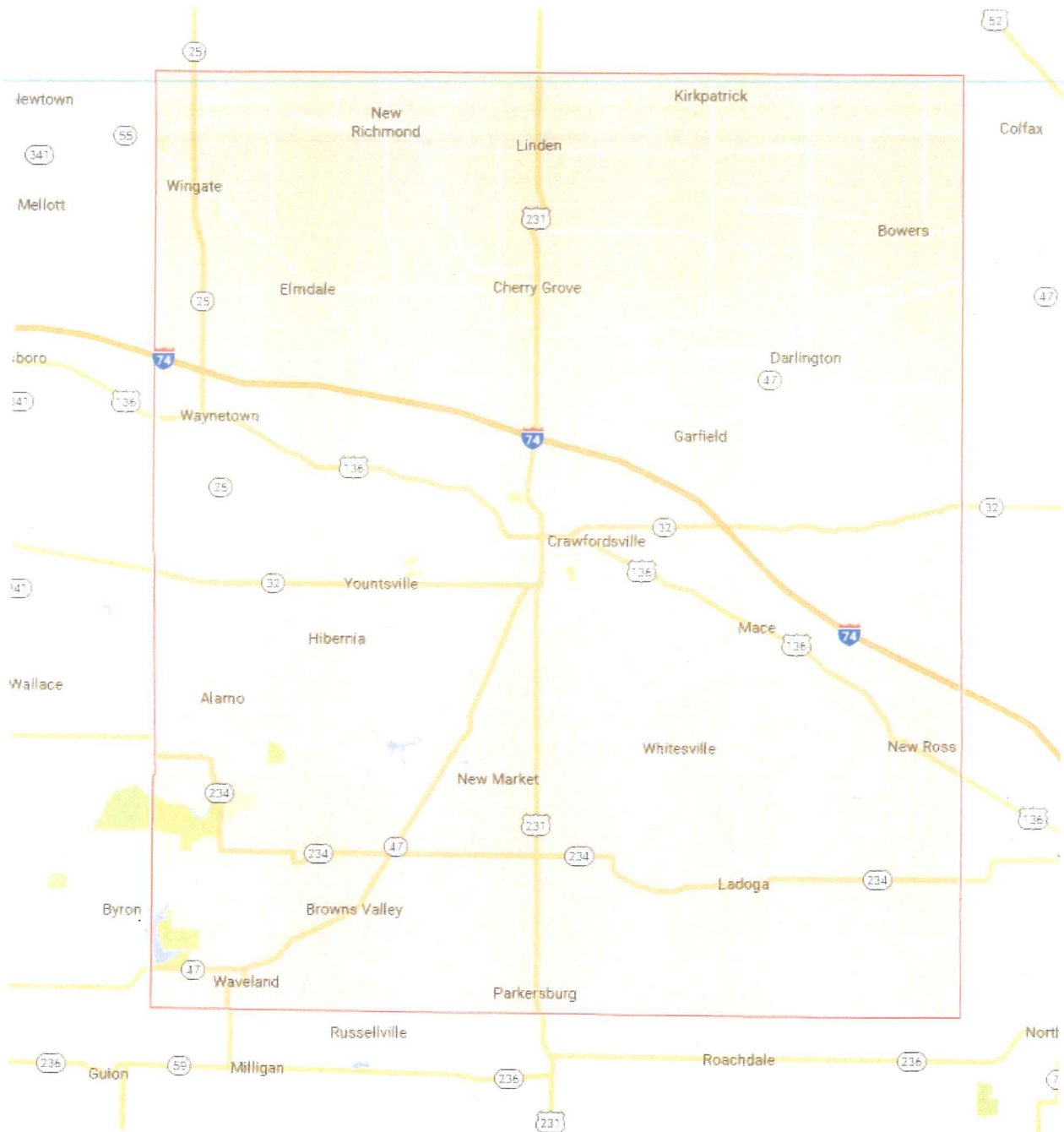
# SCOPE OF SERVICES & SCHEDULE SUMMARY

PHASE	PROCESS/ACTIVITIES	DELIVERABLES	TIMELINE
1 RESEARCH & DATA COLLECTION	<ul style="list-style-type: none"> <li>• Preliminary Information Gathering</li> <li>• Initial Project Coordination</li> <li>• Existing Conditions Analysis</li> <li>• Vision and Goal Development</li> <li>• Working Group Meeting #1 and #2</li> </ul>	<ul style="list-style-type: none"> <li>• Existing Conditions Report</li> <li>• Written Vision and Goals Summary</li> </ul>	Month 1 & 2
2 PRELIMINARY ANALYSIS	<ul style="list-style-type: none"> <li>• Preliminary Market Analysis</li> <li>• Stakeholder Engagement</li> </ul>	<ul style="list-style-type: none"> <li>• Summary of Stakeholder Engagement</li> </ul>	Month 2
3 PLAN DEVELOPMENT	<ul style="list-style-type: none"> <li>• Economic Development Principles</li> <li>• Infrastructure and Site Feasibility Plan</li> <li>• I-74/SR 32 Interchange Land Use Plan</li> <li>• Public Workshop</li> <li>• Working Group Meeting #3</li> </ul>	<ul style="list-style-type: none"> <li>• Summary of Public Workshop</li> <li>• Interchange Plan</li> <li>• Site Analysis Report</li> <li>• Report of Economic Development Principles</li> </ul>	Month 3-5
4 STRATEGIC IMPLEMENTATION PLAN	<ul style="list-style-type: none"> <li>• Implementation Plan Development</li> <li>• Working Group Meeting #4</li> </ul>	<ul style="list-style-type: none"> <li>• Final Implementation Plan</li> </ul>	Month 6
5 PLAN REVIEW AND APPROVAL	<ul style="list-style-type: none"> <li>• Draft Plan Review</li> <li>• Final Plan Completion</li> <li>• Public Plan Presentation</li> <li>• Working Group Meeting #5 and #6</li> <li>• Public Adoption Meetings</li> <li>• Final Plan Delivery</li> </ul>	<ul style="list-style-type: none"> <li>• Digital Draft of Final Plan</li> <li>• Hard Copy of Final Plan (10 Copies) &amp; One (1) Electronic Copy (PDF format)</li> </ul>	Month 7 & 8

# MONTGOMERY COUNTY, INDIANA

## MAP

----- = Boundaries of Jurisdiction, Service Area and Income Survey Area





November 7 2016

IOCRA  
One North Capitol, Suite 600,  
Indianapolis, IN 46204

Attention: Grant Services:

Subject: LEDO Support of IOCRA Grant for an Economic Development Planning Study

I represent the management of the local economic development organization: **Indiana West Advantage, Inc. (IWA)**. IWA is a non-profit corporation dedicated solely to the future economic prosperity of Crawfordsville and Montgomery County, Indiana.

Community economic development planning, which this proposed grant would fund, represents that critical first step to ensuring our community's goals and future economic aspirations are efficiently achieved. The analytical techniques for synthesizing metrics, goals, responsibilities and timelines are beyond the scope of local, well-meaning lay persons. Planning of this magnitude requires professional leadership to insure practical, achievable results. I believe this grant will deliver that level of responsible expertise.

In my estimation, economic development does not create jobs. Instead, it creates an environment where planned growth is a legitimate expectation. The most vexing challenge of creating that environment is leveraging local resources for maximum value. I'm convinced that comprehensive planning is a roadmap for identifying the best opportunities for creating the greatest value.

The IOCRA Economic Development Planning Study is the ideal comprehensive planning tool for portraying our community's vision for future prosperity.

Sincerely,

Tom Utley

Executive Director

November 10 2016

IOCRA

One North Capitol, Suite 600,

Indianapolis, IN 46204

Attention: Grant Services

Subject: LEDO Support of IOCRA Grant for an Economic Development Planning Study

To whom it may concern,

As incoming County Commissioner, my campaign platform was to recognize, appreciate, and capitalize on the many virtues of our community. By identifying and outlining the opportunities we have, to grow and prosper, we set the stage for making Montgomery County an even better place to visit, work, live and raise a family.

Montgomery County is full of potential. Our geographic location alone drives us toward favorable options for growth and expansion. We are situated in the midst of US 136, US 231 and I74. Our neighbors to the north (Tippecanoe Co), east (Boone Co), and southeast (Hendricks Co), are three of the fastest growing counties in the state. We acknowledge our window of opportunity is wide open.

The absence of a visionary (comp) plan for the future of our community is more than a hurdle in the path of capitalizing on our opportunities. In fact, it could likely be the single biggest detriment--especially if we were to weigh in the perceptions of potential investors. In this highly competitive market, providing a detailed overview of our county, that enables investors to clearly envision where they fit into the big picture, is essential for securing long term community shareholders. Furthermore, the grand efforts of elected officials, local agencies, and the multitude of volunteers representing numerous organizations, currently become ineffective due to the lack of a clear focus for allocating time and concentrating resources.

Conversely, the desire to produce a visual guide that allows for accurate placement, of the various puzzle pieces that comprise our county, falls clearly within the intended scope of the IOCRA grant guidelines. With your support, Montgomery County is committed to providing a visionary platform, from which all growth entities can launch. I am grateful for the confidence my fellow citizens have placed with me, to work on their behalf, to secure the tools needed to advocate smart growth, and I appreciate your consideration to champion our cause to do just that.

Respectfully,

John Frey  
Custodian of the Land  
IWA Executive Board Member  
County Commissioner Elect

November 8 2016

IOCRA

One North Capitol, Suite 600,

Indianapolis, IN 46204

Attention: Grant Services:

Subject: LEDO Support of IOCRA Grant for an Economic Development Planning Study

Montgomery County Indiana has many things in its favor as a place to live and work. Recreation areas and activities are plentiful. Manufacturing and agricultural occupations lead the way in employment.

As in most things, there are opportunities for improvement in our County.

I retired from Nucor Steel Indiana in July 2015 after 28 years with the company. The last 12 years I was Vice President, General Manager.

I was recruited at that time for a Steering Committee position representing our County, investigating a possible Grant from the Lilly Endowment Foundation. The Steering Committee, named the Wabash Heartland Innovation Network (WHIN) includes a 10 county surrounding Tippecanoe County.

As part of the research the Committee traveled to Columbus and Speedway Indiana. Also visited were Greenville / Spartanburg S.C.

It became clear these communities were moving forward . They had motivated citizens, involved Community Leadership and just as important, a clear vision of what the future could hold for them.

Montgomery County is ready to move forward. Assistance is required to establish an overview of the current situation. Options of possible paths forward need explored.

The hope of motivated citizens in our County is a Grant providing assessment , evaluation and recommendations , which would assist in creation of a vision , Montgomery County 2020 and Beyond.

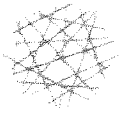
Thank You,

Ron Dickerson

IWA President

WHIN Steering Committee

Nucor Steel VP/GM ( retired)



January 4, 2017

Ms. Kristy Jerrell  
Jerrell Consulting and Grant Administration Services LLC  
1813 West Colonial Drive  
Terre Haute, Indiana 47802

Re: Montgomery County Strategic Economic Development Plan  
OCRA Planning Grant

Dear Ms. Jerrell:

I am writing to express HWC's enthusiastic support for Montgomery County's grant application for a Strategic Economic Development Plan.

While reviewing local issues and opportunities related to this plan, we recognized that there is a significant need for in-depth planning in Montgomery County, and support the county's efforts to complete that planning.

Montgomery County recognizes that they have very specific challenges and opportunities that they must address as part of this planning effort. The two key issues that must be considered during this plan include:

- The three I-74 interchanges in the county offer significant opportunities for economic development, but the a plan is needed to set priorities and identify how interchange development in different locations can complement each other – and not compete with each other. Since there is already development at the US 231 interchange, and limited infrastructure to support development at the SR 25/Waynetown interchange, this plan should include a focused review of potential opportunities at the SR 32 interchange.
- Montgomery County does not have county-wide zoning jurisdiction. Since many industrial prospects consider zoning an essential tool to protect their investment, there is local concern that the lack of zoning is hindering county development. This plan will evaluate the need for and role of land use management in economic development planning. In turn, this information can be used by the County to begin a dialog about the future direction of land use planning.

In addition to these two key issues, this plan will be used to help Montgomery County confront a challenge common to many counties in Indiana; namely how do you grow and sustain your local economy in the face of increasingly tight local budgets and an increasingly competitive economic development environment? The approach county leaders and decision makers take to manage local economic development policy decisions must be uniquely aligned with existing local assets, opportunities and constraints.

With this in mind, this plan will include several key components that will help Montgomery County identify the strategy most likely to lead to economic success for Montgomery County.

First, you cannot know how to get where you want to go, unless you already know where you are. This seems intuitive but many communities have no idea what assets they possess, what constraints impact their ability to succeed, or what opportunities exist. Having an independent consultant provide this assessment will Montgomery County a thorough understanding of their existing conditions and the factors that influence their ability to achieve your maximum potential.

Second, economic development means different things to different stakeholders in in every community, and Montgomery County is no exception. Traditionally, economic development has focused on building of wealth in a community. Creating high wage jobs, building infrastructure to support assessed valuation growth and

Ms. Kristy Jerrell  
Page 2 of 2

therefore tax base and finding ways to provide support and incentive to local business within the community contribute to this growth.

More recently, economic development is beginning to focus on the development of quality of place as a means to support traditional economic development efforts. While creating quality of life has always been an important factor in economic development, the need to attract and retain a talented workforce for your community and region has never been more important than now. All these factors are important to long-term success. The key is finding the correct balance between such objectives as attracting new business, supporting existing business retention and expansion, investing in urban cores, providing for new development opportunities, supporting local entrepreneur efforts, training and growing a local and regional workforce, etc.

Thank you for your consideration of Montgomery County's funding request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cory J. Whitesell".

Cory J. Whitesell, P.E.  
Partner, Director of Planning

December 22, 2016

Dear IOCRA Grant Support:

I have been a resident of Montgomery County since the fall of 1970 when I moved to Crawfordsville to attend Wabash College. I spent 38 years working for H-C Industries and its successor owners, Alcoa and CSI, before retiring in late 2011. I held a variety of management positions including being President and General Manager of H-C Industries from 1993-1995, and was the Global Business Director – Water Business for CSI at the time of my retirement. During my entire career, I maintained my residence in Crawfordsville while shuttling between positions based in Crawfordsville or the company's Global Headquarters in Indianapolis. My wife and I bought a new home in Crawfordsville in 2010 prior to my retirement after making a conscious decision to stay in this community during retirement.

In short, I care deeply about this community. Although this community has been and continues to be a great place to live and raise a family, its economic wellness has been in decline over the last few years. I have been a member of the Board of Directors of Montgomery Economic Development since late 2004, and decided that being a more active part of that organization in retirement would be one of the best ways to contribute to the community's future. I chaired a committee that worked for several months to develop a new strategic plan for the organization in 2012, joined the Executive Committee as Board Secretary in 2013, served as President of the Board in 2014-2015, and am currently serving as Vice-President. During this time I have become even more aware of the statistics supporting my perception of the decline in the community's economic wellness as well as the need for a clear plan for its future.

I believe that we have a strong core of community leaders both in political offices as well as in various other positions of influence in the community. We have a number of strong businesses and successful local entrepreneurs. We have concerned citizens that want what's best for their families and friends and are willing to participate in making a difference. However, we need all of these people to better understand the realities of economic development in the 21<sup>st</sup> century and what it will take for Montgomery County to grow and succeed. We also need a clear vision for our future and a roadmap of how to get there.

I believe that receiving your support for our grant application to fund a professional Economic Development Planning Study for Montgomery County will be a tremendous next step to jump starting the process of developing and attaining our goals and ensuring the future of our community.

Thank you for your support.

Jeff Birk

IWA Vice-President



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## NEWS ITEMS

# Two Japan-Based Firms Invest \$73.5 Million To Establish Automotive Parts Manufacturing Plant In Jamestown, Indiana

Area Development News Desk  
09/12/2014



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A joint venture between two Japan-based firms, Fukai Mfg. Co., and Toyoda Iron Works Co., will result in Fukai Toyotetsu Indiana Corporation locating its \$73.5 million, 151,000 square foot, manufacturing plant on 40 acres in Jamestown, Indiana, creating up to 195 jobs by 2017.

The plant which will produce automotive pillars, body structures and frames for customers such as Subaru is expected to be operational in spring of

2016. FTIC plans to hire manufacturing, maintenance, information technology, distribution, engineering and quality control associates.

"Fukai has been considering investing in the United States since

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2001 to help support the needs of our long-time customer Subaru," said Satoru Fukai, president of FTIC. "Toyotetsu already has successful investments in the Midwest of the U.S., so it makes sense for Fukai to enter into a joint venture with Toyotetsu to combine Fukai's customer relationships and Toyotetsu's knowledge of the U.S. market. We are eager to begin this exciting new venture in Jamestown."

As an incentive, Indiana Economic Development Corporation offered Fukai Toyotetsu Indiana Corporation up to \$1.150 million in conditional tax credits and up to \$200,000 in training grants based on the company's job creation plans. In addition the IEDC will provide up to \$1,286,000 from the state's Industrial Development Grant Fund to Boone County. The town of Jamestown and Boone County offered also additional incentives at the request of the Boone County Economic Development Corporation.

"Indiana continues to benefit from our strong relationships with the Japanese business community," said Lt. Governor Sue Ellspermann. "We celebrate our friendship with Japan, with the success of businesses like Fukai in our sister state Tochigi Prefecture bringing jobs and investment back home to Indiana."

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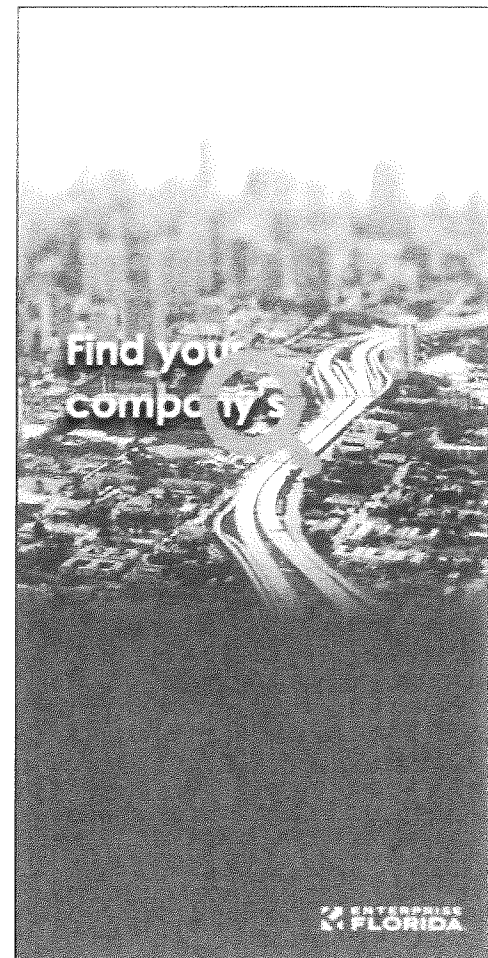
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## AUTO PARTS SUPPLIER MANUFACTURING JOBS IN JAMESTOWN

Japanese auto parts maker **Fukai Toyotetsu Indiana Corporation** (FTIC) is establishing a new manufacturing plant in **Jamestown**. The company will invest \$73.5 million in the facility, which will create up to 195 jobs in the next three years.

A Japan-based joint venture between Fukai Mfg. Co. Ltd. (Fukai) and Toyoda Iron Works Co. Ltd., d/b/a Toyotetsu, FTIC will construct and equip a 151,000-square-foot facility located on 40 acres of land at 1100 North Lebanon Street in Jamestown. The plant, which is expected to be operational in the spring of 2016, will house heavy presses, as well as machinery for the production of automotive pillars, body structures and frames.

"Fukai has been considering investing in the United States since 2001 to help support the needs of our long-time customer Subaru," said **Satoru Fukai**, president of FTIC. "Toyotetsu already has successful investments in the Midwest of the U.S., so it makes sense for Fukai to enter into a joint venture with Toyotetsu to combine Fukai's customer relationships and Toyotetsu's knowledge of the U.S. market. We are eager to begin this exciting new venture in Jamestown."

Fukai currently employs 500 associates at its Tochigi Prefecture facility, and Toyotetsu employs more than 10,000 associates in Japan and throughout the world. FTIC will begin to hire manufacturing, maintenance, information technology, distribution, engineering and quality control positions starting spring of 2015.

The Indiana Economic Development Corporation (IEDC) offered Fukai Toyotetsu Indiana Corporation up to \$1,150,000 in conditional tax credits and up to \$200,000 in training grants based on the company's job creation plans. These tax credits are performance-based, meaning until Hoosiers are hired, the company is not eligible to claim incentives. Also, the IEDC will provide up to \$1,286,000 from the state's Industrial Development Grant Fund to Boone County. The town of Jamestown and Boone County offered additional incentives at the request of the Boone County Economic Development Corporation.

Source: *IEDC Press Release* ([http://www.in.gov/activecalendar/EventList.aspx?view=EventDetails&eventidn=183590&information\\_id=206033&type=&rss=rss](http://www.in.gov/activecalendar/EventList.aspx?view=EventDetails&eventidn=183590&information_id=206033&type=&rss=rss))

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## Entry Details

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[Go Back](#)**[IEDC] Japanese Auto Parts Supplier from Indiana's Sister State Locates New Operations in Indiana****Start Date:** 9/12/2014 **Start Time:** 12:00 AM**End Date:** 9/12/2014**Entry Description**

**JAMESTOWN, Ind.** (Sept. 12, 2014) – Lt. Governor Sue Ellspermann joined executives from Fukai Toyotetsu Indiana Corporation (FTIC) today to announce the company's plans to locate new manufacturing operations in Indiana, creating up to 195 new jobs by 2017.

A Japan-based joint venture between Fukai Mfg. Co., Ltd. (Fukai) and Toyota Iron Works Co., Ltd. d/b/a Toyotetsu, FTIC will invest \$73.5 million to construct and equip a 151,000 square-foot facility located on 40 acres of land at 1100 North Lebanon Street in Jamestown. The plant, which is expected to be operational in the spring of 2016, will house heavy presses as well as machinery for the production of automotive pillars, body structures and frames.

"Indiana continues to benefit from our strong relationships with the Japanese business community," said Ellspermann. "On my trade mission to Japan earlier this year, we discussed the opportunity of Fukai coming to Indiana. They now join 240 Japanese business facilities across the state employing more than 44,000 Hoosiers. We celebrate our friendship with Japan, with the success of businesses like Fukai in our sister state Tochigi Prefecture bringing jobs and investment back home to Indiana."

In follow up to Governor Mike Pence's jobs mission last year to Tochigi Prefecture, Indiana's Japanese sister state, Ellspermann also visited Tochigi during her international trade mission to Asia in June. There, she met with Tochigi Governor Tomikazu Fukuda, who informed her that Fukai's leadership was considering making a major investment in Indiana. This is the first company with roots in Indiana's sister state to invest in Indiana.

"Fukai has been considering investing in the United States since 2001 to help support the needs of our long-time customer Subaru," said Satoru Fukai, president of FTIC. "Toyotetsu already has successful investments in the Midwest of the U.S., so it makes sense for Fukai to enter into a joint venture with Toyotetsu to combine Fukai's customer relationships and Toyotetsu's knowledge of the U.S. market. We are eager to begin this exciting new venture in Jamestown."

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The Indiana Economic Development Corporation (IEDC) offered Fukai Toyotetsu Indiana Corporation up to \$1,150,000 in conditional tax credits and up to \$200,000 in training grants based on the company's job creation plans. These tax credits are performance-based, meaning until Hoosiers are hired, the company is not eligible to claim incentives. Also, the IEDC will provide up to \$1,286,000 from the state's Industrial Development Grant Fund to Boone County. The town of Jamestown and Boone County offered additional incentives at the request of the Boone County Economic Development Corporation.

"The partnership during the entire process has been remarkable," said Bryce Huckstep, Jamestown town council president. "Members of the town felt a deep and genuine appreciation and connection with the members of FTIC very early in our conversations. Also, to have representatives from Boone County step up and support Jamestown in this project has been outstanding. We are proud to be part of the county, and proud to welcome such a wonderful company to our community."


**Entry Type:**  
 Press Release

**Entry Category:**  
 Announcements

**IN.gov Category:**  
 Business & Agriculture

**Agency Name**  
 Economic Development Corporation, Indiana

**About FTIC**

*FTIC was launched out of Japan as a joint venture between Fukai Mfg. Co., Ltd. (Fukai) and Toyoda Iron Works Co., Ltd. d/b/a Toyotetsu. Producing automotive pillars, body structures and frame. FTIC supplies major automotive companies across North America.*

**About IEDC**

*Created in 2005 to replace the former Department of Commerce, the Indiana Economic Development Corporation is governed by a 12-member board chaired by Governor Mike Pence. Victor Smith serves as the Indiana Secretary of Commerce and Eric Doden is the president of the IEDC.*

*The IEDC oversees programs enacted by the General Assembly including tax credits, workforce training grants and public infrastructure assistance. All tax credits are performance-based. Therefore, companies must first invest in Indiana through job creation or capital investment before incentives are paid. A company who does not meet its full projections only receives a percentage of the incentives proportional to its actual investment. For more information about IEDC, visit [www.iedc.in.gov](http://www.iedc.in.gov).*

- 30 -

**Media Contacts:**

Chris Felts (Fukai) – 317.231.7731 or [christopher.felts@btlaw.com](mailto:christopher.felts@btlaw.com)  
Katelyn Hancock (IEDC) – 317.234.2294 or [kahancock@iedc.in.gov](mailto:kahancock@iedc.in.gov)

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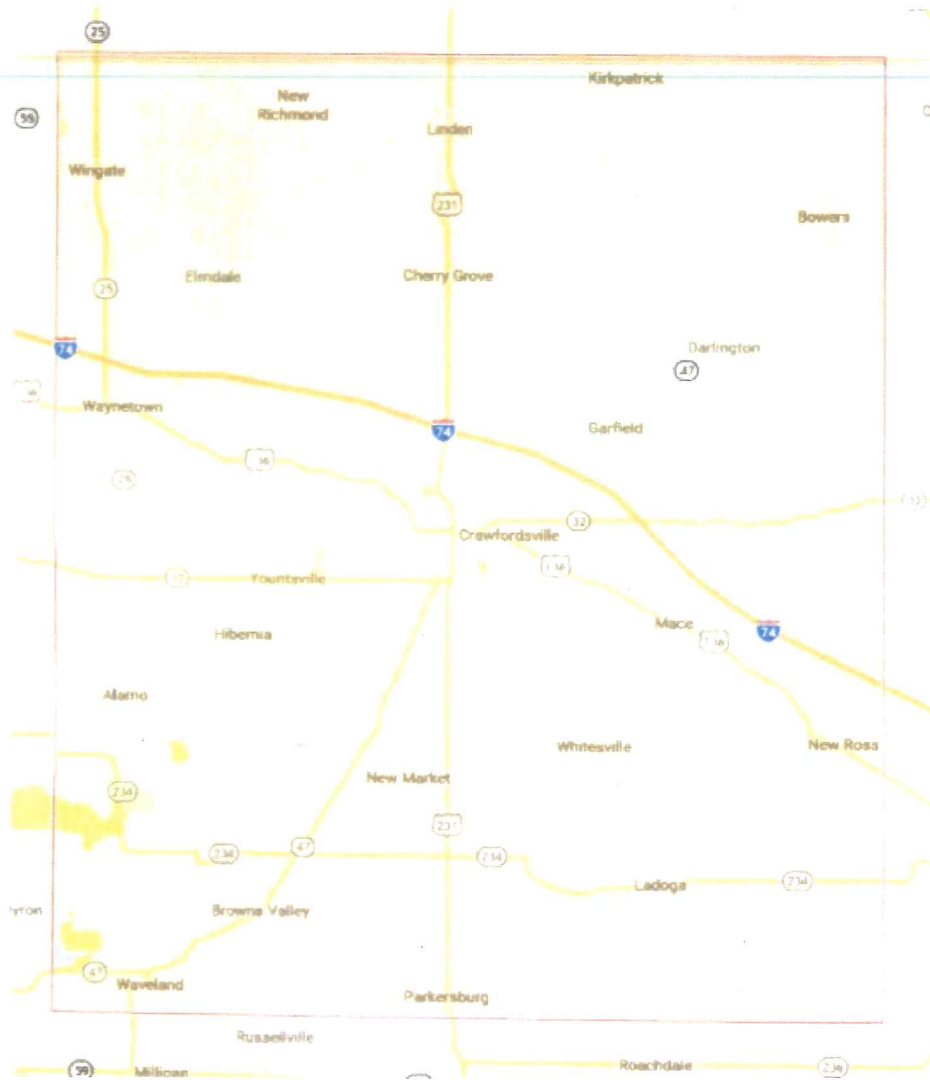
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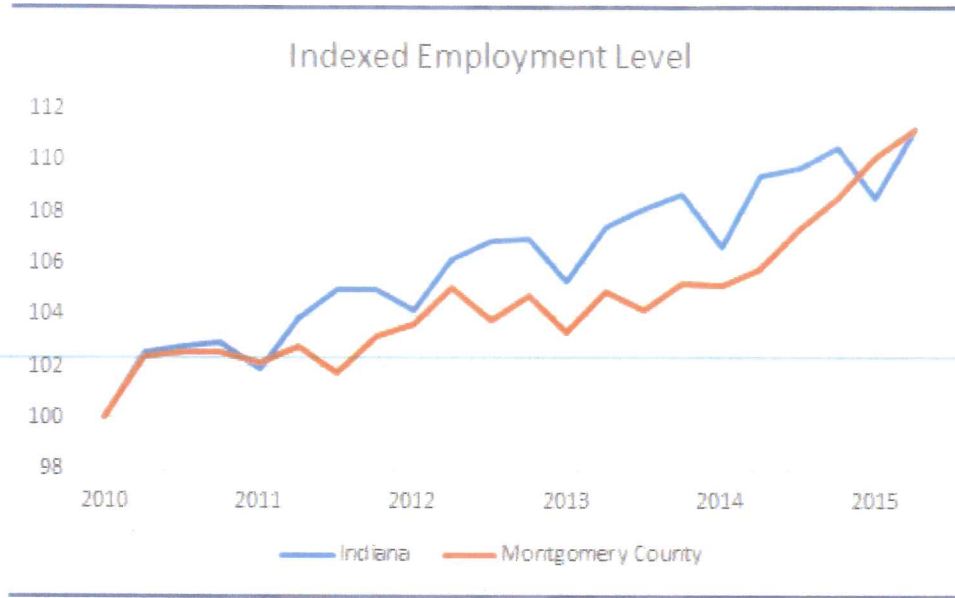
**MONTGOMERY COUNTY**  
**ECONOMIC DEVELOPMENT PLANNING STUDY**  
**PHOTO DOCUMENTATION**



**Photo 1** – A map of Montgomery County, Indiana. The County is divided into 11 townships and has a total area of 505.44 square miles of which 504.61 square miles is land and 0.83 square miles is water.

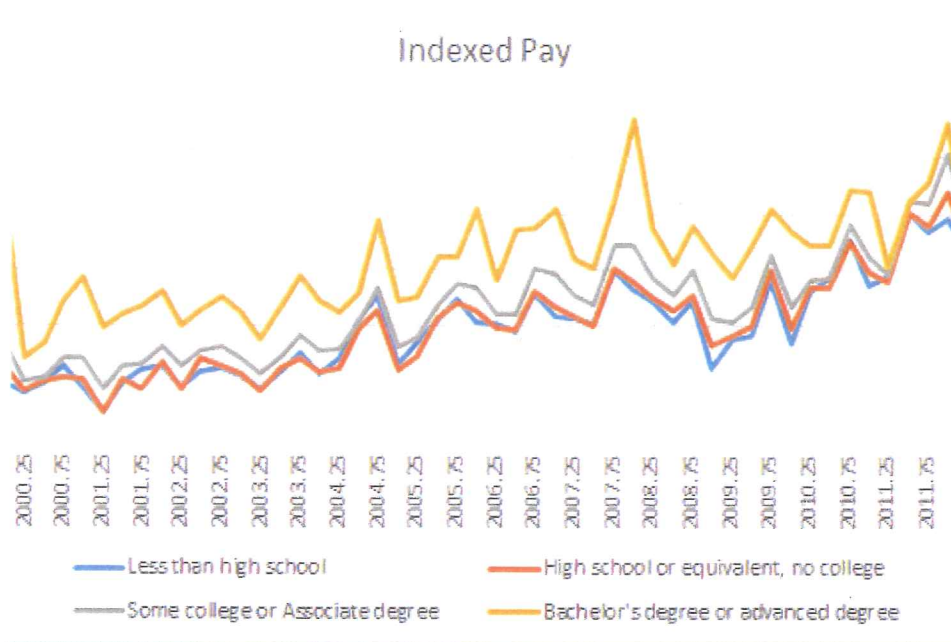
Major highways consist of Interstate 74, US Routes 136 and 231, Indiana State Roads 25, 32, 47, 59 and 234 as well as CSX railroad and the Crawfordsville Municipal Airport.

2



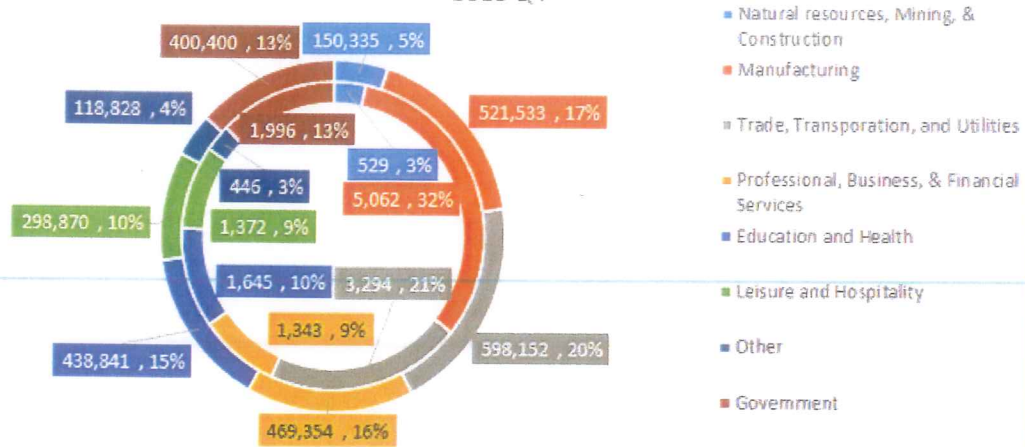
**Photo 2** - In recent years, Montgomery County has seen employment numbers grow at a rate faster than Indiana as a whole. This is a testament to their currently thriving businesses, the relationship they have between them and their local government, and the fantastic individuals that continue to work hard to provide for their families here.

3



**Photo 3** - Since 1998, wages have risen about 28% across all education levels in Montgomery County. The County has become a great place of work for many people in Western Central Indiana, providing great jobs with great pay.

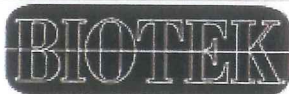
Montgomery County (Inner Circle) v Indiana (Outer) Employment end of 2015 Q4



**Photo 4** - Manufacturing is a huge part of Montgomery County. It's about a third of the workforce. Almost three and a half times greater than the national average. This County is a great place for manufacturing companies to do business and for distribution centers to ship our goods out for the entire world to enjoy. The County is becoming more diverse too, as their business and professional have almost doubled in size since 1996 and increasing by the day.



Atco Rubber Products is a world wide leader in flex duct systems.



BIOTEK INC. is a manufacturing and sells quality medical storage cases.



Crawford Industries specializes in the polyethylene and polypropylene extruded sheet and converting industry. They produce creative packagine solutions for other companes



Sommer Metalcraft designs, manufactures and and drop ships custom promotianal displays.



Nucor Steel Mill Group produces of 26 million tons steel per year. Making it the highest producer of steel in the United States



Since 1950, Raybestos has been a leading producer in transmisson-related friction products for automobiles, and also is a major supplier of perfomacne products for the racing industry.

**Photo 5** - The City of Crawfordville, the County seat, area is comprised with a thriving manufacturing industry and is home to some of the top manufacturing companies in the world. As early as 1950, the companies including Nucor Steel, Alcoa CSI, Raybestos Product Company, Pace Diary Foods, and Penguin Random House have established factories in the local proximity to Crawfordsville. The manufacturing factories provide employment for a majority of the County's population.

6



**Photo 6** - Agriculture is among the most profitable industries in the County, consisting of roughly 300,000 tillable acres. Their private farms and agricultural enterprises range from small, “grass roots” family farms to large, 5,000+ acre operations yielding millions of bushels of grain annually. Local farming primarily consists of raising corn and soybeans, with wheat, hay, garden plants, flowers, and produce to a lesser degree. Local livestock operations and ranchers raise cattle, swine, sheep, goats, llamas, rabbits, poultry, bees, and horses, in addition to the less-traditional fish and shrimp farms.

As an industry, agriculture also involves many supporting trades, adding to the overall impact of the industry in our community. Farm implement dealerships, parts and supply distributors/retailers, seed sales, feed sales, veterinary services, chemical companies, elevators, fuel suppliers, trucking companies, machine shops, excavation/field tile services, ethanol production, the rail system, and aviation/the airport are all examples of the vast resources that constitute ag-related businesses in Montgomery County. Their proud agriculture heritage has afforded our community both the time and expertise to create a strong infrastructure that includes easy access to state highways and interstates, a robust rail system, and airports of all sizes for use in transporting ag-related commodities.



**Photo 7** – The County recognizes Wabash College as a unique asset to the community when portrayed as an economic development tool. Wabash is one of the leading employers in the City of Crawfordsville. Its 850-plus students, their families, and the thousands of alumni who regularly attend athletic and other events on campus each year drive a large volume of economic activity in Crawfordsville. Additionally, Wabash's presence and the economic activity of students, staff and faculty, parents, and alumni have long been a factor in the vitality of the community, just as the vitality of the community is an important factor in the success of the College in attracting and retaining faculty, staff, and students.



**Photo 8** – Looking at the 74/32 Interchange in Montgomery County, Indiana. This area is the driving force for the IOCRA Economic Development Planning Study – Planning Grant. This site was one of the several sites that was considered for a new manufacturing plant to relocate from Japan.

In 2014, two Japan-based firms (Fukai Manufacturing and Toyoda Iron Works) bypassed this County site due to the site not containing water or sewer utilities (not site ready) and located their manufacturing plant in the Town of Jamestown which was site ready. This was a \$73.5 million-dollars investment by these 2 firms in which the County missed out on at the 74/32 interchange. This also created upwards of 195 jobs by this year 2017.

The County Commissioners realized that in order to be ready in the future and to not miss out on any other opportunities for companies to locate in their County, they must complete a plan of attack/plan of direction and study their County areas and to become site ready for future companies.

Report Builder » Select Report » Cash and Investments Report

## Report Builder: Cash and Investments Report

County Montgomery Year 2015 View Report

Unit Type County Unit MONTGOMERY COUNTY

1 of 1 Find Next

Montgomery County, Indiana  
Cash & Investments Combined Statement - 2015

Local Fund Number	Local Fund Name	Beg Cash & Inv Bal Jan 1, 2015	Receipts	Disbursement	End Cash & Inv Bal Dec 31, 2015
<b>Governmental Activities</b>	<b>GENERAL</b>	\$0.00	\$11,188,515.53	\$10,925,925.11	\$262,590.42
1101	ACCIDENT REPORT	\$13,286.55	\$4,163.19	\$0.00	\$17,449.74
1116	CITY AND TOWN COURT COSTS	\$5,571.71	\$10,609.63	\$11,063.88	\$5,117.46
1119	CLERK'S RECORDS PERPETUATION	\$49,876.82	\$24,551.89	\$13,621.37	\$60,807.34
1121	COIT COUNTY DISTRIBUTIVE SHARE	\$446,248.69	\$3,663,354.31	\$4,109,603.00	\$0.00
1131	SALES DISCLOSURE-COUNTY SHARE	\$11,644.22	\$5,030.00	\$2,500.00	\$14,174.22
1134	COVERED BRIDGE	\$5,550.00	\$1,850.00	\$0.00	\$7,400.00
1135	CUMULATIVE BRIDGE	\$1,106,115.90	\$665,832.33	\$430,484.75	\$1,341,463.48
1138	CUMULATIVE CAPITAL DEVELOPMENT	\$708,523.80	\$660,060.41	\$1,217,930.41	\$150,653.80
1148	DRUG FREE COMMUNITY	\$45,305.76	\$37,835.00	\$45,304.00	\$37,836.76
1155	EXTRADITION	\$12,557.33	\$0.00	\$1,263.01	\$11,294.32
1156	FIREARMS TRAINING	\$24,936.19	\$14,110.00	\$12,274.69	\$26,771.50
1159	HEALTH	\$119,558.01	\$149,615.49	\$248,549.41	\$20,624.09
1160	IDENTIFICATION SECURITY PROTEC	\$8,518.91	\$3,496.00	\$6,528.32	\$5,486.59
1167	LEVY EXCESS	\$61,509.04	\$0.00	\$0.00	\$61,509.04
1168	LOCAL HEALTH MAINTENANCE	\$69,787.18	\$37,272.00	\$46,418.95	\$60,640.23
1169	LOCAL ROAD AND STREET	\$925,126.72	\$341,624.74	\$123,186.14	\$1,143,565.32
1174	MEDICAL CARE FOR INMATES	\$0.00	\$7,438.92	\$0.00	\$7,438.92
1175	MISDEMEANANT	\$20,594.82	\$24,437.85	\$17,205.42	\$27,827.25
1176	MOTOR VEHICLE HIGHWAY	\$1,873,557.34	\$3,026,247.11	\$3,288,792.44	\$1,611,012.01
1181	PLAT BOOK	\$13,853.21	\$3,452.30	\$2,397.66	\$14,907.85
1186	RAINY DAY	\$815,420.81	\$0.00	\$0.00	\$815,420.81
1188	REASSESSMENT - 2015	\$246,159.36	\$182,593.85	\$191,829.43	\$235,923.78

1189	RECORDER'S RECORDS PERPETUATIO	\$192,595.82	\$63,798.94	\$111,948.54	\$144,446.22
1191	RIVERBOAT	\$444,771.06	\$98,331.14	\$142,355.98	\$400,746.22
1192	SEX AND VIOLENT OFFENDER ADMIN	\$10,704.50	\$3,090.00	\$1,745.61	\$12,048.89
1197	STORM WATER MANAGEMENT OPERATI	\$10,395.61	\$4,320.00	\$7,226.02	\$7,489.59
1201	SURPLUS TAX	\$176,677.63	\$24,910.09	\$23,549.73	\$178,037.99
1202	SURVEYOR'S CORNER PERPETUATION	\$5,581.13	\$8,820.00	\$3,886.46	\$10,514.67
1203	TAX SALE FEES	\$17,179.67	\$3,858.76	\$2,353.40	\$18,685.03
1204	TAX SALE REDEMPTION	\$1,220.19	\$77,136.15	\$78,355.66	\$0.68
1205	TAX SALE SURPLUS	\$861,112.09	\$506,498.56	\$812,593.44	\$555,017.21
1206	LOCAL HEALTH DEPARTMENT TRUST	\$43,458.10	\$31,215.26	\$55,188.13	\$19,485.23
1211	GUARDIAN AD LITEM	\$0.10	\$19,979.33	\$19,979.43	\$0.00
1216	AUDITORS INELIGIBLE DEDUCTIONS	\$18,657.03	\$0.00	\$0.00	\$18,657.03
1217	COUNTY ELECTED OFFICIALS TRAIN	\$11,111.13	\$3,443.25	\$780.60	\$13,773.78
1222	STATEWIDE 911	\$351,769.94	\$439,499.29	\$597,565.76	\$193,723.47
2000	ADULT PROBATION ADMINISTRATIVE	\$16,962.75	\$32,083.00	\$47,817.00	\$1,228.75
2050	JUVENILE PROBATION ADMINISTRAT	\$15,043.01	\$2,160.00	\$5,000.00	\$12,203.01
2100	SUPPLEMENTAL ADULT PROBATION S	\$205,968.31	\$247,650.31	\$210,945.09	\$242,673.53
2150	SUPPLEMENTAL JUVENILE PROBATIO	\$32,592.94	\$9,071.00	\$2,400.00	\$39,263.94
2200	ALTERNATIVE DISPUTE RESOLUTION	\$33,737.51	\$4,560.00	\$0.00	\$38,297.51
2400	CASH VETERANS COURT FEE FUND	\$460.00	\$925.00	\$0.00	\$1,385.00
2500	FB VETERANS COURT GRANT FUND	\$0.00	\$1,394.25	\$1,310.82	\$83.43
2600	DRAIN CONSTRUCTION/RECONSTRUCT	\$1,079,569.66	\$661,043.11	\$953,579.79	\$767,032.98
2700	DRAINAGE MAINTENANCE	\$882,262.63	\$380,434.46	\$191,385.79	\$1,071,311.30
4003	WASTEWATER UTILITY OPERATING	\$14,235.40	\$0.00	\$0.00	\$14,235.40
4210	CASH CITY DEFERRAL	\$3,141.00	\$4,690.00	\$7,281.00	\$550.00
4900	CENTRAL COMMUNICATIONS CENTER	\$41,157.81	\$392,211.53	\$385,611.04	\$67,758.30
4902	BOND ADMIN FEE/DRUG COURT	\$303,071.93	\$28,860.16	\$69,108.39	\$262,823.70
4905	COURT REFERRAL	\$132,951.50	\$105,807.00	\$126,494.21	\$112,264.29
4907	ELECTION REIMBURSEMENT FD	\$41,860.26	\$0.00	\$0.00	\$41,860.26
4911	PRE-TRIAL DIVERSION	\$22,764.59	\$35,232.52	\$51,597.25	\$6,399.86
4912	DRUG COURT USER FEES	\$4,820.00	\$4,235.00	\$0.00	\$9,055.00
4915	MAPP FEES FOR BLDG DEPT	\$6,891.70	\$7,042.00	\$1,100.00	\$12,833.70
4916	ELECTRIC FEE CLRG FD	\$5,146.12	\$850.00	\$1,501.66	\$4,494.46

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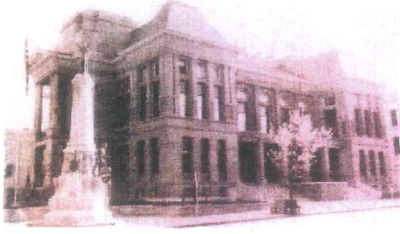
4917	FLOOD FEE HOLDING FD	\$14,295.65	\$4,564.00	\$5,767.65	\$13,092.00
4921	JAIL BOND FUND	\$655,142.34	\$1,223,021.54	\$1,269,000.00	\$609,163.88
4925	FB FINGER PRINTING	\$0.00	\$3,543.00	\$0.00	\$3,543.00
4930	TREASURER DOG TAX	\$8,724.34	\$1,395.18	\$916.76	\$9,202.76
4931	COMMISSIONERS TAX SALE	\$6,650.00	\$5,199.46	\$11,849.46	\$0.00
4936	COUNTY SHARE OPTION DOG TAX	\$2,563.18	\$7,962.97	\$8,500.00	\$2,026.15
4937	TAX SALE SRI FEE	\$19,010.04	\$14,430.50	\$12,477.50	\$20,963.04
4943	TWA FUND	\$179,079.12	\$252.69	\$0.00	\$179,331.81
4947	CCB IV-D FUND	\$20,229.02	\$12,747.32	\$4,069.87	\$28,906.47
4950	SHERIFFS WORK RELEASE FUND	\$34,277.18	\$22,613.96	\$16,492.69	\$40,398.45
4953	FAMILY VIOLENCY & VICTIM ASSIS	\$30,454.85	\$448.00	\$0.00	\$30,902.85
4974	DARE SUPPLIES	\$25.00	\$2,969.00	\$900.34	\$2,093.66
4975	K-9 GIFT FD	\$45.29	\$200.00	\$50.37	\$194.92
4976	CO LOW ENFORC CONT ED	\$53,698.45	\$9,628.50	\$16,372.43	\$46,954.52
4984	FED MOTOR CARRIER CLK	\$123,171.01	\$1,143.00	\$124,193.01	\$121.00
4988	DRUG INVESTIGATION	\$5,185.16	\$975.00	\$0.00	\$6,160.16
4994	SOCIAL SECURITY - INMATES	\$16,356.33	\$4,400.00	\$7,841.79	\$12,914.54
4995	REDEV COMMISSION TIF FD	\$108,479.27	\$1,564,074.76	\$728,107.65	\$944,446.38
4996	SHERIFF DONATION SPECIAL FD	\$4,055.00	\$820.00	\$0.00	\$4,875.00
4999	Courthouse Security	\$6,250.60	\$12,600.00	\$5,563.09	\$13,287.51
5100	PAYROLL CLEARING	\$438,259.18	\$4,492,468.29	\$4,373,136.00	\$557,591.47
5501	SHERIFF PENSION HOLDING	\$108,255.09	\$123,077.02	\$31,144.00	\$200,188.11
6000	SETTLEMENT	\$0.00	\$40,007,047.06	\$40,009,036.40	-\$1,989.34
6020	WHEEL TAX / SURTAX COMBINED	\$469,774.06	\$926,869.32	\$840,340.76	\$556,302.62
6021	WHEEL TAX	\$1,120.00	\$1,143,732.67	\$1,144,852.67	\$0.00
6023	CVET AGENCY	\$0.00	\$220,817.00	\$220,817.00	\$0.00
6051	FINANCIAL INSTITUTION TAX	\$0.00	\$366,313.43	\$366,313.43	\$0.00
6101	CREDIT HOMESTEAD CREDIT	\$12,237.71	\$695,800.00	\$690,542.38	\$17,495.33
6105	LOIT HOMESTEAD CREDIT	\$105,771.27	\$5,541,498.40	\$5,508,281.34	\$138,988.33
6201	LOIT PTRC	\$98,111.34	\$1,409,004.05	\$1,451,160.98	\$55,954.41
7101	STATE FINES AND FORFEITURES	\$7,490.50	\$50,219.00	\$50,528.50	\$7,181.00
7102	INFRACTION JUDGEMENTS	\$13,518.50	\$81,590.75	\$88,039.25	\$7,070.00
7104	SPECIAL DEATH BENEFIT	\$495.00	\$3,260.00	\$3,585.00	\$190.00
7105	SALES DISCLOSURE - STATE SHARE	\$525.00	\$5,030.00	\$5,120.00	\$435.00
7106	CORONERS TRAINING & COMT EDUC	\$326.00	\$3,412.00	\$3,570.00	\$168.00
7107		\$1,225.00	\$375.00	\$267.50	\$1,332.50

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INTERSTATE COMPACT-STATE SHARE					
7202	INHERITANCE TAX	\$12,591.51	\$32,740.67	\$33,300.48	\$12,031.70
7301	EDUCATION PLATE FEES AGENCY	\$56.25	\$618.75	\$600.00	\$75.00
7303	RIVERBOAT REVENUE SHARING	\$0.00	\$225,843.55	\$225,843.55	\$0.00
7304	INNKEEPERS TAX COLLECTIONS	\$104,119.93	\$227,984.89	\$92,000.00	\$240,104.82
7313	COIT DISTRIBUTION	\$0.00	\$6,926,873.00	\$6,926,873.00	\$0.00
7350	CITY/TOWN ORDINANCE VIOLATIONS	\$24,037.25	\$5,561.00	\$8,638.00	\$20,960.25
7410	COMMON SCHOOL FUND	\$7,564.84	\$0.00	\$0.00	\$7,564.84
7457	CLERKS USER FEE FUND	\$49,418.61	\$38,897.02	\$36,849.52	\$51,466.11
8100	16523 2015 YSB JABG GRANT	\$0.00	\$7,355.16	\$7,355.16	\$0.00
8126	BLOCK EQUIP GR (SHER CAM)	\$2,550.00	\$0.00	\$2,415.00	\$135.00
8130	BULLETPROOF VEST GRANT	\$2,749.47	\$5,156.87	\$3,293.53	\$4,612.81
8252	JUDGES IV-D INCENTIVE	\$17,410.08	\$0.00	\$1,331.00	\$16,079.08
8425	HAZD SUB & RESP (LEPC GRANT)	\$13,123.13	\$5,113.81	\$547.22	\$17,689.72
8810	MEDICAL RESERVE CORP (MRC)	\$8,124.76	\$8,481.99	\$2,467.17	\$14,139.58
8815	DISASTER RESPONSE REIMB FEMA	-\$101.91	\$0.00	\$0.00	-\$101.91
8892	93.563 ARRA COUNTY IV-D INCENT	\$18,293.22	\$0.00	\$0.00	\$18,293.22
8893	93.563 ARRA PROSECUTOR IV-D IN	\$146.20	\$0.00	\$120.00	\$26.20
8894	93.563 ARRA CLERK IV-D INCENTI	\$1,434.16	\$0.00	\$0.00	\$1,434.16
8895	93.563 COUNTY IV-D INCENTIVE	\$92,276.73	\$15,891.00	\$12,350.00	\$95,817.73
8897	93.563 PROSECUTOR IV-D INCENTI	\$98,775.47	\$23,915.00	\$11,551.50	\$111,138.97
8899	93.563 CLERK IV-D INCENTIVE-PO	\$54,095.50	\$15,891.00	\$10,166.93	\$59,819.57
9100	CASH IJC ALCOHOL DRUG GRANT	\$0.00	\$999.73	\$999.73	\$0.00
9101	RURAL DEMONSTRATION PROJECT 20	\$0.00	\$1,753.39	\$1,718.89	\$34.50
9128	OPERATION PULLOVER	\$704.85	\$0.00	\$0.00	\$704.85
9132	AHEAD GRANT	\$4,518.87	\$0.00	\$4,518.87	\$0.00
9133	DRUG COURT GRANT 14/15	\$8,109.00	\$0.00	\$6,820.00	\$1,289.00
9135	EQUIP GR (SHER LIGHTS)	\$1,705.01	\$0.00	\$0.00	\$1,705.01
9136	EQUIP GR (SHER RAD)	\$756.49	\$0.00	\$756.49	\$0.00
9139	MITIGATION GRANT 97.047	\$0.00	\$0.00	\$12,724.90	-\$12,724.90
9140	HARDENING TARGETS GRANT 97.067	\$0.00	\$0.00	\$2,575.08	-\$2,575.08
9141	SHSP GRANT 97.073	\$0.00	\$0.00	\$31,360.28	-\$31,360.28
9142		\$0.00	\$8,485.29	\$8,485.00	\$0.29

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	EMPG ASSESSMENT 2013					
9144	97.042	DRUG COURT GRANT	\$0.00	\$10,000.00	\$3,374.59	\$6,625.41
	15/16					
9145	2015 LCC GRANT		\$0.00	\$8,706.00	\$2,877.78	\$5,828.22
9146	CASH 2015 LCC HEALTH DEPT		\$0.00	\$1,500.00	\$0.00	\$1,500.00
	SHAR					
9169	CASH PRESCRIPTION DRUG		\$985.96	\$1,500.00	\$695.35	\$1,800.61
	PROGRAM					
9170	CASH PREPAREDNESS GRANT 2014		-\$1,451.67	\$15,835.00	\$3,902.16	\$10,481.17
9171	CASH+PPD MRC EBOLA GRANT		\$0.00	\$13,395.50	\$7,152.95	\$6,242.55
	15/16					
9199	COURT INTERPRETER		\$6,147.46	\$0.00	\$3,042.12	\$3,105.34
	GRANT					
9901	AFTER SETTLEMENT COLLECTIONS		\$1,397,123.18	\$2,629,309.89	\$2,904,634.38	\$1,121,798.69
9902	HEALTH DEPARTMENT ACCOUNT		\$24,021.10	\$104,954.68	\$113,996.18	\$14,979.60
9903	CLERKS TRUST		\$563,846.73	\$3,102,546.17	\$3,059,860.23	\$606,532.67
9904	CLERKS CHILD SUPPORT		\$4,332.23	\$656,460.60	\$654,795.40	\$5,997.43
9905	JAIL COMMISSARY FUND		\$183,032.05	\$271,858.22	\$276,541.68	\$178,348.59
9906	SHERIFFS INMATE TRUST		\$21,387.86	\$247,080.81	\$242,193.16	\$26,275.51
9907	MONTGOMERY COUNTY REGIONAL		\$129,143.42	\$259,768.15	\$252,312.18	\$136,599.39
	SEWER DISTRICT					
9908	PROBATION DEPARTMENT ACCOUNT		\$34,218.84	\$406,223.04	\$398,907.77	\$41,534.11
	<b>GRAND TOTAL</b>		<b>\$17,000,650.55</b>	<b>\$96,499,443.71</b>	<b>\$96,956,303.84</b>	<b>\$16,543,790.42</b>



***Jennifer Andel***  
***Montgomery County Auditor***

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January 11, 2017

Montgomery County Explanation of Fund Balances as of December 31, 2016  
Provided by Jennifer Andel, Montgomery County Auditor

**General Fund - \$9,354.73**

The purpose of this fund is to pay payroll, utilities, insurance and budgeted appropriations approved by the Montgomery County Council and the Department of Local Government Finance.

**Rainy Day Fund - \$734,279.16**

This fund is used to pay for emergency equipment, repairs and other requested expenses as approved by the Montgomery County Council.

**Cumulative Capitol Development Fund - \$17,656.74**

The CCD fund is used to pay for building or bridge repairs or improvements or Sheriff vehicles as approved by the Montgomery County Council and the Department of Local Government Finance.

**County Share Riverboat Revenue - \$294,073.82**

This fund is used to pay for liability insurance, capitol expenses and other items as appropriated by the Montgomery County Council.

Signed this 11<sup>th</sup> day of January, 2017 by:

  
Jennifer Andel, Auditor

[Report Builder](#) » [Select Report](#) » **Total Debt by Unit Report**

## Report Builder: Total Debt by Unit Report

County	Montgomery	Unit Type	County	View Report
Unit	MONTGOMERY COUNTY	Source of Repayment	All Sources of Repayment	

1 of 1

### Total Debt by Unit MONTGOMERY COUNTY Montgomery County

Note: Under IC 5-1-18, units have one month to report debts in Gateway Debt Management after issuance. Some outstanding debts may not be currently reported. *Data contained in Gateway Debt Management is self-reported by local government officials and/or their designees. Debt Reports may not have been audited for accuracy or completeness by the Department of Local Government Finance. The Department is not responsible for any errors or omissions in this data.*

Year	Principal	Interest	Lease Payments	Federal Tax Credit	Total Outstanding Debt Obligations
2016	\$515,000	\$155,963	\$2,060,587	\$0	\$2,731,550
2017	\$522,000	\$148,010	\$2,058,293	\$0	\$2,728,303
2018	\$530,000	\$139,940	\$1,869,961	\$0	\$2,539,901
2019	\$540,000	\$131,740	\$1,708,902	\$0	\$2,380,642
2020	\$548,000	\$123,393	\$1,599,750	\$0	\$2,271,143
2021	\$556,000	\$114,923	\$1,572,218	\$0	\$2,243,141
2022	\$565,000	\$106,329	\$1,299,296	\$0	\$1,970,625
2023	\$573,000	\$97,590	\$1,268,000	\$0	\$1,938,590
2024	\$581,000	\$88,743	\$1,268,000	\$0	\$1,937,743
2025	\$591,000	\$79,757	\$0	\$0	\$670,757

2026	\$601,000	\$70,617	\$0	\$671,617
2027	\$610,000	\$61,323	\$0	\$671,323
2028	\$619,000	\$51,898	\$0	\$670,898
2029	\$628,000	\$42,328	\$0	\$670,328
2030	\$638,000	\$32,618	\$0	\$670,618
2031	\$648,000	\$22,754	\$0	\$670,754
2032	\$658,000	\$12,744	\$0	\$670,744
2033	\$333,000	\$2,564	\$0	\$335,564
<b>TOTAL</b>	<b>\$10,256,000</b>	<b>\$1,483,234</b>	<b>\$14,705,007</b>	<b>\$26,444,241</b>

Indiana Gateway Report  
gateway.ifonline.org

12/16/2016 8:42:38 AM

Page 1

Includes:

COIT (Lease) 2011 all Equipment purchase \$1,000,000 equipment  
paid off 12-30-21, 12 payments yr; \$480,000 balance

Property Tax (Bond) (Lease) 2012 Redeveloped District Bond - construction/installation  
of inflow. to Sewerage works treatment system \$11,085,000  
paid off 1-13-23, 2 payments yr. \$5,381,000 balance

Mechan Assessments (Loan)

OTIF Revenue (Bond) - reconstruction loans; reconstruction of drain Tri County town  
balance \$20,570,625

Wastewater Revenue (Bond) Nuxco Road Allocation Area  
\$4,925,000 - 2012 A bond refinanced added into  
\$6,022,000 - 2012 B bond

## Property Tax Rates by County

Select a county and a year to view property tax rates within the county.

Montgomery ▾ 2016 ▾ [Get Data](#)

[Learn more about the data »](#)

### 2016 Property Tax Rates: Districts in Montgomery County, IN

Summary Statistics for this County and the State

#### Property Tax Rates in Montgomery County, IN

#### Property Tax Rates in State

Highest	3.8657	7.3398
Lowest	1.3157	0.8154
Median	2.07	1.92

#### Montgomery County Taxing Districts Detail

District	Name	Rate	Rank	County Homestead Credit
001	BROWN TOWNSHIP	1.6601	1355	NA
003	BROWN TOWNSHIP-LR CONSERVANCY	1.6601	1355	NA
004	NEW MARKET TOWN-BROWN TOWNSHIP	2.3119	710	NA
005	WAVELAND TOWN	2.1700	809	NA
006	WAVELAND TOWN-LR CONSERVANCY	2.1700	809	NA
007	CLARK TOWNSHIP	1.5722	1452	NA
009	LADOGA TOWN	2.4431	628	NA
011	COAL CREEK TOWNSHIP	1.3157	1748	NA

012	WINGATE TOWN	2.4366	636	NA
013	NEW RICHMOND TOWN	2.9405	354	NA
014	FRANKLIN TOWNSHIP	1.4198	1658	NA
015	DARLINGTON TOWN	1.9701	974	NA
016	MADISON TOWNSHIP	1.5164	1505	NA
017	LINDEN TOWN	2.1531	831	NA
018	RIPLEY TOWNSHIP	1.6184	1394	NA
019	ALAMO TOWN	2.3076	715	NA
020	SCOTT TOWNSHIP	1.5230	1497	NA
022	NEW MARKET TOWN-SCOTT TOWNSHIP	2.2214	770	NA
023	SUGAR CREEK TOWNSHIP	1.3567	1715	NA
024	UNION TOWNSHIP-N. MONTGOMERY S	1.4751	1568	NA
025	UNION TOWNSHIP-S. MONTGOMERY S	1.6931	1311	NA
027	UNION TOWNSHIP-CRAWFORDSVILLE	2.3932	664	NA
028	CRAWFORDSVILLE CITY-N. MONTGOM	2.9476	351	NA
029	CRAWFORDSVILLE CITY-S. MONTGOM	3.1656	259	NA
030	CRAWFORDSVILLE CITY-CRAWFORDSV	3.8657	119	NA
031	NEW MARKET-UNION TOWNSHIP	2.3937	663	NA
032	WALNUT TOWNSHIP	1.5224	1499	NA
034	NEW ROSS TOWN	2.1175	876	NA
036	WAYNE TOWNSHIP	1.3274	1737	NA
037	WAYNETOWN TOWN	2.0176	940	NA

## Notes

1. Property tax reform was enacted by the Indiana Legislature in 2008 which significantly affects the way property taxes are calculated. For more information see the [Department of Local Government Finance website](#) or the [Indiana Local Government Information website](#) from Purdue University.
2. With the 2002 reassessment, Indiana changed from "true tax value" to "market based value." As a result, rates will vary significantly from previous years. This does not necessarily indicate significant changes in taxes levied.
3. Ranks are among 2,040 taxing districts so far reported.
4. These data are organized and made accessible on STATS Indiana by the Indiana Business Research Center at Indiana University's Kelley School of Business. However, the source agency for these rates is the Indiana Department of Local Government Finance, so specific tax-related questions should be addressed to their office.

File produced: May 5, 2016

Source: STATS Indiana, using Indiana Department of Local Government Finance data

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STATS Indiana is the statistical data utility for the State of Indiana, developed and maintained since 1985 by the [Indiana Business Research Center](#) at Indiana University's [Kelley School of Business](#). Support is or has been provided by the State of Indiana and the Lilly Endowment, the Indiana Department of Workforce Development and Indiana University.

## IWA Accomplishments Over Last 5 Years

### 2012

- Major reorganization following the drafting of a white paper from community political leaders
- New by-laws established
- Strategic Plan developed by a special committee of community leaders
- Assisted with the opening of Mervis Industries (new recycling business headquartered in IL)

### 2013

- New Executive Director hired
- Obtained USDA Grant to establish a revolving loan fund for small business growth
- Assisted with securing major expansion of Random House (book distribution center)

### 2014

- Established new workforce development programs
  - Montgomery County Manufacturing Day
  - Educators in Industry
- Partnered with Wiley Farm owners to participate in Duke Energy & CSX Site Readiness Programs
- Partnered with Wabash College on Lilly Grant initiative leading to new office co-location with other community growth organizations
- Hired a Business Liaison through a DOE Grant to promote workforce development and increased industry and education partnership activities
- Developed first ever Marketing/Sales Plan

### 2015

- Re-branded the organization as Indiana West Advantage through the work of a special task force
- Established a new web site following the re-branding recommendations
- Partnered with the Wiley Farm owners to fund and execute recommendations from the 2014 site readiness evaluations
- Partnered with Conexus to establish a new summer internship program for local students
- Partnered with Ivy Tech to establish a manufacturing training summer camp program
- Established a new Deputy Director position to focus on workforce development and business retention
- Worked with developers to build a shell building to attract new business prospects – initial agreement with developer chosen in February could not be finalized and project was abandoned

### 2016

- Formed a new partnership with the Chamber of Commerce and hired a new Executive Director with leadership responsibilities for both organizations
- Supported the Wabash Heartland Innovation Network (WHIN) initiative to secure Lilly Grant funding for regional economic development initiatives with leadership and funding
- Established a new robotics summer camp program for local students
- Assisted with securing a new business expansion (Safe Hiring Solutions headquartered in Danville, IN)

## Kristy Jerrell

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**From:** Jeff Birk <birkjh@hotmail.com>  
**Sent:** Thursday, January 5, 2017 2:21 PM  
**To:** Kristy Jerrell  
**Cc:** Ron Dickerson; Tom Utley  
**Subject:** Requested 5 Year IWA Accomplishments  
**Attachments:** IWA 5 Year Accomplishments - 2012-2016.docx

Kristy,

Happy New Year! I had not forgotten about your request. I hope the attached list will work for you. I know you wanted some specific dollar figures but that would likely take considerable research. Some of the initiatives involved grant money also so the accounting would be a little more challenging to sort out the net IWA contributions. The one dollar figure that I recall with certainty was that our contribution to WHIN was \$3,000 last year.

Please let me know if you need anything further from me. Thanks for all your help in securing the grant. Hopefully we are getting close!

Regards,  
Jeff

Sent from [Mail](#) for Windows 10

**APPENDIX G:**  
**INFRASTRUCTURE DOCUMENTATION**

**N/A**

# SCOPE OF SERVICES

In general, the scope of services for this project consists of developing an economic development plan and interchange development plan for Montgomery County, Indiana. Work will include a complete analysis of existing conditions, establishing economic development vision and goals, creating a development plan to improve land use and support development at and around the I-74/SR 32 interchange and establishment of a work plan to identify key strategies necessary to implement plan recommendations. The study area will include a general review of all of Montgomery County, but special focus will be given to areas where economic growth potential is the greatest, specifically at and around the I-74/SR 32 interchange.

A detailed scope of work follows:

## **TASK 1: INFORMATION GATHERING & VISION DEVELOPMENT**

### **Task 1A | Preliminary Information Gathering/Coordination**

HWC Engineering will review existing projects/policies and collect additional data as required to gain a detailed understanding of economic characteristics, land use, infrastructure and local government development processes and regulations currently in place in Montgomery County. Research will be conducted from a variety of sources, including the U.S. Census Bureau, Indiana Business Research Center, U.S. Bureau of Economic Analysis, U.S. Department of Labor, the Indiana Department of Workforce Development and local geographic information systems and staff interviews. Montgomery County shall furnish all previously completed and related studies, plans and information collected as they pertain to the project.

### **Task 1B| Economic Development Vision Development**

HWC Engineering will facilitate an exercise with the working group established for the project to identify the key elements of an overall economic development vision for Montgomery County. HWC Engineering will review previous and current plans to help inform this process, but the final vision will be unique to this planning effort. Findings will provide a foundation for the development of the rest of the plan.

### **Task 1C| Goal Development & SWOT Exercises**

HWC Engineering will facilitate an exercise with the working group selected by Montgomery County to assist in identifying the key goals that will be the foundation for the land use and the strategic economic development plan. HWC Engineering will also facilitate an exercise focusing on SWOT (strengths, weaknesses, opportunities and threats) of the study area to identify key existing community assets and their utilization, identify community needs and opportunities, understand Montgomery County's position regionally, and understand any competitive advantages for the county.

## **TASK 2: PRELIMINARY PLANNING ANALYSIS**

### **Task 2A | Key Stakeholder Interviews**

Once the process begins to outline the vision and goals, it is important to ensure the alignment of these with the broader community. In order to do this, HWC Engineering will engage up to eight individual or group stakeholder meetings with community stakeholders to receive their input. These conversations are intended to enrich the initial thinking and uncover items and proposals that had not previously been known.

Montgomery County will identify stakeholders to interview, which may include, but are not limited to:

- Business leaders – to better ascertain the business and workforce climate, identify barriers to productivity, and determine steps that need to be taken to improve the business climate
- Education and workforce development practitioners – to better understand issues and linkages within the workforce development support network
- Property owners – to better understand the perspective of significant property owners
- Public officials – to better understand similarities and differences in regional and local issues and needs
- Real estate and development community - to understand current market supply and market demand forces in regard to commercial and industrial properties.

# SCOPE OF SERVICES

## **Task 2B | Preliminary Analysis of Data**

HWC Engineering will analyze collected data, reports, policies, etc. as it pertains to economic development and land use in the study area to inform the planning process. Areas of focus will include:

- Demographics (community profile)
- History and character (significant history of Montgomery County and unique character that will contribute to the vision)
- Workforce profile, capacity, and engagement
- Local quality of life elements (parks, recreation and greenways)
- Land use policies
- Economic development/growth policies
- Analysis will also be completed to understand where there may be gaps between current commercial and industrial markets and future market potential for the county.

## **TASK 3: PLAN DEVELOPMENT**

### **Task 3A | Draft Economic Development Principles**

HWC Engineering will identify key development principles that are applicable to Montgomery County based on the vision and goals that are established as part of this planning effort. This part of the plan will review a variety of key elements and offer an analysis of local issues and opportunities related to each. Categories of analysis will include, but are not limited to:

- |  |  |
|--|--|
| 1. Infrastructure availability and constraints       | 8. Local and state economic development tools              |
| 2. Current and recommended local regulatory policies | 9. Marketing and messaging to support economic development |
| 3. Community asset utilization                       | 10. Public/private Partnerships                            |
| 4. Community land use policies and classifications   | 11. Targets for business attraction                        |
| 5. Funding sources and applicability                 | 12. Geographic targets for development                     |
| 6. Higher education                                  | 13. Regional and state relationships                       |
| 7. Quality of place elements                         | 14. Local collaboration                                    |

### **Task 3B | Infrastructure and Site Feasibility Plan**

HWC Engineering will review the general infrastructure conditions (sewer, water, roads, broadband, rail, etc.) within the county and identify key locations for potential development/redevelopment. HWC Engineering will create a general feasibility analysis for the sites that will outline the issues that impact potential development/redevelopment of the identified sites. As part of this process, HWC Engineering will engage private developers to assist in establishing an evaluation of market potential for identified sites. Potential sites will be prioritized accordingly and strategies will be offered on how to implement the development/redevelopment opportunities for each identified site.

### **Task 3C | I-74/SR 32 Interchange Land Use Plan**

As development/redevelopment occurs at along I-74, it is important that this development reflect the community's desire to develop a proper "gateway" into Montgomery County. It will be important to determine expectations for how development activities in this area impact the vision for that gateway, and what will be required to enforce those expectations. For this work plan, HWC Engineering will develop a recommended land use plan for the interchange and the areas surrounding it. This work plan will be a precursor for a potential future zoning overlay district and associated formal regulations. HWC Engineering will also review various development considerations to determine the suitability of the proposed development at the interchange. This includes zoning, previously identified wetlands, drainage, topography, documented environmental considerations (Phase 1 Environmental review is not included), and transportation access, historical considerations, site size building typologies and commonly identified floodplains.

HWC Engineering will then review the condition and capacity of existing utilities relative to serving the site, including water, sanitary sewer and storm. A meeting will be held with local utility departments as part of this review. Electric, gas and telecommunication companies will be contacted to determine their infrastructure capacity as well. Recommendations will be made for extension of utilities to the site, if necessary.

As with the other sites identified in TASK 3B, private developers and site selection specialists will be engaged to assess market potential for the interchange to set reasonable expectations regarding the potential future scope and timeline of development of the interchange. Detailed recommendations will be created to identify what tools must be developed, what processes must be put into place, and what actions must be taken to activate economic growth at the interchange to its highest and best potential.

# SCOPE OF SERVICES

## **Task 3D | Public Workshop**

HWC Engineering will conduct a workshop that is advertised and open to the public to gather public input and feedback to help inform the planning process and help achieve public consensus behind the economic development plan. This meeting will include a presentation to attendees as well as interactive stations to gather input from attendees.

## **TASK 4: STRATEGIC IMPLEMENTATION PLAN DEVELOPMENT**

### **Task 4A | Implementation Plan Development**

Implementation is the hardest, but most important, part of any planning process. In order to help assist in the implementation of the activities and goals established by this planning process, HWC Engineering will develop a detailed roadmap of how to proceed in the implementation of the final plan. This roadmap will include specific strategies based on issues identified by the planning process and will, as best as possible, be prioritized, attached to a timeline, assigned a party responsible for activation, connected to a way to measure completion (accountability) as well as related to an understanding of the resources that would be required for implementation.

## **TASK 5: FINAL REVIEW AND ADOPTION**

### **Task 5A | Draft Plan Development**

HWC Engineering will prepare a consolidated draft of the final plan elements and distribute a draft version of the final plan for review and comment from the working group.

### **Task 5B | Final Plan Development**

Based on feedback on draft plan identified in TASK 5A, a final plan will be compiled and presented for review/comment. A committee meeting will be held to review the final draft. A final draft will be developed based on comments and feedback from the meeting.

### **Task 5C | Public Meetings**

HWC Engineering will present the plan to the public at one public hearing to engage public feedback on the draft final plan.

### **Task 5D | Plan Adoption**

HWC Engineering will present the plan for formal adoption of the plan at up to two meetings determined by the county.

### **Task 5E | Provide Final Deliverable**

HWC Engineering will provide the approved plan in hard copy (10 copies) as well as one electronic copy (PDF format).

# SCOPE OF SERVICES & SCHEDULE SUMMARY

PHASE	PROCESS/ACTIVITIES	DELIVERABLES	TIMELINE
1 RESEARCH & DATA COLLECTION	<ul style="list-style-type: none"> <li>• Preliminary Information Gathering</li> <li>• Initial Project Coordination</li> <li>• Existing Conditions Analysis</li> <li>• Vision and Goal Development</li> <li>• Working Group Meeting #1 and #2</li> </ul>	<ul style="list-style-type: none"> <li>• Existing Conditions Report</li> <li>• Written Vision and Goals Summary</li> </ul>	Month 1 & 2
2 PRELIMINARY ANALYSIS	<ul style="list-style-type: none"> <li>• Preliminary Market Analysis</li> <li>• Stakeholder Engagement</li> </ul>	<ul style="list-style-type: none"> <li>• Summary of Stakeholder Engagement</li> </ul>	Month 2
3 PLAN DEVELOPMENT	<ul style="list-style-type: none"> <li>• Economic Development Principles</li> <li>• Infrastructure and Site Feasibility Plan</li> <li>• I-74/SR 32 Interchange Land Use Plan</li> <li>• Public Workshop</li> <li>• Working Group Meeting #3</li> </ul>	<ul style="list-style-type: none"> <li>• Summary of Public Workshop</li> <li>• Interchange Plan</li> <li>• Site Analysis Report</li> <li>• Report of Economic Development Principles</li> </ul>	Month 3-5
4 STRATEGIC IMPLEMENTATION PLAN	<ul style="list-style-type: none"> <li>• Implementation Plan Development</li> <li>• Working Group Meeting #4</li> </ul>	<ul style="list-style-type: none"> <li>• Final Implementation Plan</li> </ul>	Month 6
5 PLAN REVIEW AND APPROVAL	<ul style="list-style-type: none"> <li>• Draft Plan Review</li> <li>• Final Plan Completion</li> <li>• Public Plan Presentation</li> <li>• Working Group Meeting #5 and #6</li> <li>• Public Adoption Meetings</li> <li>• Final Plan Delivery</li> </ul>	<ul style="list-style-type: none"> <li>• Digital Draft of Final Plan</li> <li>• Hard Copy of Final Plan (10 Copies) &amp; One (1) Electronic Copy (PDF format)</li> </ul>	Month 7 & 8

**LEGAL ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL ENGINEERING SERVICES**

**Montgomery County, Indiana**

In order to comply with the Indiana Office of Community and Rural Affairs (IOCRA) and related requirements regarding competitive negotiation of planning services, Montgomery County is seeking Statements of Qualifications for the provision of planning technical assistance relating to an Economic Development Planning Study.

The scope of services to be provided which are funded in part by a proposed IOCRA Community Development Block Grant- Planning Grant shall include the completion of an Economic Development Planning Study document which will be a formatted planning document to include the following: (1) title page, table of contents, numbered pages, a 2-4 page executive summary, maps, photographs, and/or drawings sufficient to illustrate the critical elements of the planning document, clear easily readable illustrations, tables, and maps; clear concise readable text with a minimum of professional jargon, sources clearly indicated in tables and/or by footnote in text, and provide one digital copy and ten hard copies of the plan (in which one copy will be submitted to IOCRA), (2) INTRODUCTION: Who commissioned the plan, Events that led to the planning process, Purpose of the plan, Scope of the plan, Process used in developing the plan, Background of the community to include Population analysis, Community setting, Trends and projections and Economic issues and factors, (3) EVALUATION OF EXISTING CONDITIONS: (a) *Economic Base Assessment to include analysis of the economic base and its positioning within the region including: Businesses within the community, Entrepreneurial efforts, Local trade sector, Local retail, commercial and governmental services, and Industrial base of local economy,* (b) *Community Assets Assessments to include analysis of the strengths and weaknesses of the community/communities and how they impact the economic situation: Community and County infrastructure, Comparative advantage, Community values and vision trade-off assessment, Labor force, education and training,* (c) *Economic Opportunities Assessment to include Analysis of the industrial clusters, supply chain factors, labor force and skills base, and overall strengths and weaknesses to assess the advantages for attracting certain industries: Business growth and formation potential and Land use constraints and opportunities,* (d) *Development Opportunities Assessment to include Analysis of existing assets and recommendations to sustain and improve long term viability of these assets and* (e) SPECIFIC STUDY OF THE 74/32 INTERCHANGE: 2 MILES OF ALREADY ESTABLISHED TIF AREA, (4) ECONOMIC DEVELOPMENT VISION AND STRATEGIES including Guides the creation and evaluation of economic strategies as well as Vision for the local economy, Economic development goals and objectives, and Economic development strategies, (5) ECONOMIC DEVELOPMENT RECOMMENDATIONS: Discussion of predominant ideas, guiding principles and general recommendations of the following: Economic diversity, Business development potential, Redevelopment and revitalization, Labor force, education and training, Regulatory processes, Urban growth area, Resource areas and critical areas, Compliance with comprehensive plan elements, (5) ECONOMIC DEVELOPMENT ACTION PLAN: Present specific action plan to implement the Economic Development Strategy to include Community infrastructure, Business assistance, Business retention, expansion, formation, and recruitment, Process and regulation, Communication, marketing and promotion, Management, monitoring and accounting, Financing and incentives, Timeframes and mechanisms for evaluation, monitoring and updating the plan, (6) APPENDICES to include appropriate supporting documentation.

Montgomery County will execute either a firm, fixed priced contract, or a cost reimbursement type of contract for these services that is contingent on the final commitment of grant funding.

Prospective offerors should note the successful proposer must meet the following terms and conditions:

1. 24 CFR Part 85.36
2. Title VI of the Civil Rights Act of 1964
3. Conflict of Interest (24 CFR Part 570).
4. Access to records.
5. Executive Order 11246 - Equal employment Opportunity
6. Executive Order 12138 - Women Business Enterprise Policy.
7. Architectural Barrier Act of 1968.
8. Age Discrimination Act of 1975.
9. Section 3 clause - Housing and Urban Development Act of 1968.
10. Section 504-Rehabilitation Act of 1973.
11. Retention and Custodial Requirements (24 CFR Part 85.42).
12. Executive Order 11063
13. Affirmative Action Program / Plan.
14. Davis Bacon and Related Acts.

Grant Support has a 10% MBE/WBE goal for all projects funded with Community Development Block Grant Funds. The proposal must include sufficient information regarding qualifications and determine that the respondent is qualified and has relevant experience. Do not include a proposed fee as this is a qualification based selection process. The statement of qualifications should include the following:

1. A description of expertise, experience and resources directly relevant and available for the proposed project.
2. A list of similar projects previously completed.
3. A list of references.
4. Resumes of professional staff members that will work on this project.
5. Name of person in charge of project.
6. Description of scope of services as per Description of Services Needed.
7. A project timeline.
8. Name, title, address, and telephone number of individuals with the authority to negotiate and bind the proposer contractually, and who may be contacted during the period of proposal evaluation.

Proposal evaluation criteria shall include the following and all items will be weighed the same with a weight of 10, each selection committee person will have the ability to assign a multiple rating factor of 0-5 for each, with 5 being the best. In example, the most points possible for any criteria will be 50 (5 X 10). The maximum amount of points possible is 400, the selection committee will select the top two (2) highest scoring firms to conduct interviews, given there are more than two (2) firms that respond with proposals. Below are the categories the proposals will be scored by:

1. Firm's history and resource capabilities to perform required services.
2. Evaluation of assigned personnel.
3. Related experience (as appropriate) including: design services, planning, feasibility studies, and other.
4. Budget, cost controls, experience, and results.
5. Familiarity with local experience and results.
6. Ability to relate to the project.
7. Analysis of narrative statement (One Page).
8. Reference check.

Any interview evaluation process will follow in a similar manner, with regards to scoring, each category will be weighted at 10, with each selection committee person giving a multiple rating factor of 0-5 for each category. The accrued points from the initial proposal evaluation will carry over and be combined with the interview evaluation score to derive a grand total score for the firms. The most points possible in the interview section will be 500. The grand total maximum possible is 900.

Proposal Evaluation= 400 pts. possible

Interview Evaluation=500 pts. possible

Grand Total Points Possible= 900

The following categories will be used for any interview evaluation process that may occur.

1. Understanding of Project Requirements: (Owner may evaluate firm's analysis, preparation and level of interest).
2. Design Approach / Methodology: (Owner may evaluate firm or individual's creativity and problem solving abilities.)
3. Key Personnel and Roles: (Owner may evaluate personal qualifications and professional skills of key individuals).
4. Pertinent Experience, Firm: (Owner may evaluate related projects presented as previous work of the firm).
5. Pertinent Experience, Individual: (Owner may evaluate related projects presented as previous work of key personnel).
6. Consultant / In-House Resources: (Owner may evaluate firm's abilities and importance of consultant or in-house support services).
7. Technical Project Management: (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).
8. Responsiveness to Owner's Concern: (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).
9. Method of Compensation: (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).
10. Sub-Consultant Selection: (Owner may evaluate firm's method of hiring sub-contractors)

If you are interested in providing the required services, please note that five (5) copies of the Statement of Qualification/Proposal of each prospective organization must be received by Kristy Jerrell, Grant Administrator, Jerrell Consulting & Grant Administration Services, 1813 West Colonial Drive, Terre Haute, Indiana 47802, no later than 4:00 p.m. local time on Thursday, December 1, 2016. All proposals must be clearly identified on the outside envelope as "**Montgomery County's Economic Development Planning Study SOQ.**" All SOQ's must be submitted in black and white, bound by either a binder clip or staple. No binders, color or bound copies will be accepted. Do not include fee for service. Each SOQ will be reviewed for completeness and clarity according to the above criteria. If necessary, interviews will be scheduled with the firms.

- The County may or may not negotiate the fee schedule with one or more offers. The County reserves the right to reject any and / or all proposals. The County is an Equal Opportunity Employer. The selected firm is tentatively scheduled to be determined by the County on or before January 31, 2017. Firms may desire additional information or clarification regarding the SOQ. If so, please contact the project's Grant Administrator, Kristy Jerrell, between 8:00 a.m. and 4:30 p.m. local time Monday thru Friday at (812) 878-0826 or by email at [jerrellconsulting@ma.rr.com](mailto:jerrellconsulting@ma.rr.com)

hspaxlp 10/31 11

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(Governmental Unit)

To.....

.....County, Indiana

**PUBLISHER'S CLAIM****LINE COUNT**

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) -- number of equivalent lines

Head -- number of lines .....

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Tail -- number of lines .....

Total number of lines in notice .....

**COMPUTATION OF CHARGES**

.....lines, .....columns wide equals 2641 equivalent lines at .....  
cents per line \$ 175.89

Additional charges for notices containing rule or tabular work (50 per cent of above amount) .....

Charge for extra proofs of publication (\$1.00 for each proof in excess of two) .....

TOTAL AMOUNT OF CLAIM \$ 175.89

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Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper ..... times. The dates of publication being as follows:

October 31  
.....  
.....

Additionally, the statement checked below is true and correct:

..... Newspaper does not have a Web site.

☒ Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.

..... Newspaper has a Web site, but due to technical problem or error, public notice was posted on .....

..... Newspaper has a Web site but refuses to post the public notice.

Date October 31, 2016

Brittany Nuhok  
Title Legal Book Keeper

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**Paul I. Cripe., Inc.**  
 Attention: Alex Oak, MBE  
 3939 Priority Way South Dr., Suite 200  
 Indianapolis, Indiana 46240

2. Article Number  
 (Transfer from service label) **7015 0640 0002 9505 2510**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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A. Signature ☒ Agent ☐ Addressee  
*Sherril Wilson*

B. Received by (Printed Name) **Sherril Wilson** C. Date of Delivery **10-31-16**

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☒ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

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1. Article Addressed to:

**USI Consultants, Inc.**  
 Attention: Daniel Woo, MBE  
 8415 East 56<sup>th</sup> Street  
 Indianapolis, Indiana 46216

2. Article Number  
 (Transfer from service label) **7015 0640 0002 9505 4057**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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*Terril Traylor*


B. Received by (Printed Name) **Terril Traylor** C. Date of Delivery **10/31/16**

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☒ No

3. Service Type  
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☐ Registered ☐ Return Receipt for Merchandise  
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<p>1. Article Addressed to:</p> <div style="text-align: center; padding: 10px; border: 1px solid black; margin: 10px 0;"> <b>HWC Engineering</b>            Attention: Eric Smith            601 S. 3<sup>rd</sup> Street            Terre Haute, Indiana 47807         </div>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <span><input checked="" type="checkbox"/> Certified Mail</span> <span><input type="checkbox"/> Express Mail</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Registered</span> <span><input type="checkbox"/> Return Receipt for Merchandise</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Insured Mail</span> <span><input type="checkbox"/> C.O.D.</span> </div> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number  <small>(Transfer from service label)</small></p>	<div style="text-align: center; font-family: monospace; font-size: 1.2em; border: 1px solid black; padding: 5px; margin: 10px 0;">             7015 0640 0002 9505 3081           </div>
<div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>PS Form 3811, February 2004</span> <span>Domestic Return Receipt</span> <span>102595-02-M-1540</span> </div>	

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<p>1. Article Addressed to:</p> <div style="text-align: center; padding: 10px; border: 1px solid black; margin: 10px 0;"> <b>Civil Engineering Consultants</b>            Attention: Garth [unclear]            1285 South Jackson St, Suite B            Greencastle, Indiana 46135         </div>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <span><input checked="" type="checkbox"/> Certified Mail</span> <span><input type="checkbox"/> Express Mail</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Registered</span> <span><input type="checkbox"/> Return Receipt for Merchandise</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Insured Mail</span> <span><input type="checkbox"/> C.O.D.</span> </div> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number  <small>(Transfer from service label)</small></p>	<div style="text-align: center; font-family: monospace; font-size: 1.2em; border: 1px solid black; padding: 5px; margin: 10px 0;">             7015 0640 0002 9504 9909           </div>
<div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>PS Form 3811, February 2004</span> <span>Domestic Return Receipt</span> <span>102595-02-M-1540</span> </div>	

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<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px 0;"> <b>American Structurepoint, Inc.</b>              Attention: Ben Bontrager / Rob Barnes              7260 Shadeland Station              Indianapolis, Indiana 46256           </div>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input checked="" type="checkbox"/> Certified Mail</p> <p><input type="checkbox"/> Registered</p> <p><input type="checkbox"/> Insured Mail</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> C.O.D.</p> </div> </div> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 30%;"></div> <div style="width: 40%; border: 1px solid black; padding: 2px;">             7015 0640 0002 9505 4033           </div> <div style="width: 30%;"></div> </div>	
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<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>A. Signature </p> </div> <div style="width: 35%;"> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>B. Received by (Printed Name)</p> </div> <div style="width: 35%;"> <p>C. Date of Delivery</p> </div> </div> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <div style="text-align: center; margin-top: 10px;"> </div>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px 0;"> <b>Curry &amp; Associates, Inc.</b>              Attention: Lori Young, WBE              110 Commerce Drive              Danville, Indiana 46122           </div>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input checked="" type="checkbox"/> Certified Mail</p> <p><input type="checkbox"/> Registered</p> <p><input type="checkbox"/> Insured Mail</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> C.O.D.</p> </div> </div> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 30%;"></div> <div style="width: 40%; border: 1px solid black; padding: 2px;">             7015 0640 0002 9505 4040           </div> <div style="width: 30%;"></div> </div>	
<div style="display: flex; justify-content: space-between;"> <span>PS Form 3811, February 2004</span> <span>Domestic Return Receipt</span> <span>102595-02-M-1540</span> </div>	

**LIST OF FIRMS SOLICITED**

1. American Structurepoint, Inc.
2. Curry & Associates, Inc. - WBE
3. USI Consultants, Inc. - MBE
4. Paul I. Cripe, Inc. - MBE
5. HWC Engineering
6. Civil Engineering Consultants

**MBE/WBE FIRMS SOLICITED**

1. USI Consultants, Inc. - MBE
2. Paul I. Cripe, Inc. - MBE
3. Curry & Associates, Inc. - WBE

**LIST OF FIRMS RESPONDING TO SOLICITATION**

1. American Structurepoint, Inc.
2. HWC Engineering

**LIST OF FIRMS ON THE SHORT LIST**

1. American Structurepoint, Inc.
2. HWC Engineering

**LIST OF SCORING/SELECTION COMMITTEE MEMBERS & TITLES**

1. Jim Fulwider, Montgomery County Commissioner President
2. Brandy Allen, Planning Director - City of Crawfordville
3. John Frey, IWA Board Member
4. Steve Loy, IWA Board Member
5. Ron Dickerson, IWA Board President
6. Jeff Birk, IWA Board Member

IWA is the Indiana West Advantage which is the Economic Development organization of Montgomery County.

**JERRELL CONSULTING**  
**& GRANT ADMINISTRATION SERVICES, LLC**  
1813 West Colonial Drive  
Terre Haute, Indiana 47802  
Cell: (812) 878-0826  
E-mail: [jerrellconsulting@ma.rr.com](mailto:jerrellconsulting@ma.rr.com)

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***"Making a Big Difference in Small Communities"***

December 10, 2016

**TO:** FIRMS SELECTED FOR INTERVIEWS  
**FROM:** MONTGOMERY COUNTY  
**PROJECT:** ECONOMIC DEVELOPMENT PLANNING STUDY – PLANNING GRANT  
**RE:** INTERVIEW SCHEDULE AND REQUIREMENTS

The firms listed below have been selected to be interviewed for the professional services relative to the above referenced project.

Attached to this memo are the following:

1. An Interview Score Sheet which will be used by the interviewers during the interview session.
2. Evaluation form for use by the evaluation group chairperson to compile the evaluation scores. The interviewers will schedule 10 minutes between interviews for informal discussion of information presented during the preceding interview. At the completion of the interviews, the committee will rank the firms interviewed in accordance with their determination of which firm is most qualified and compatible to do the work. The firm deemed to be most qualified will then be invited to negotiate the scope of work and activities and a contract to provide the necessary professional services. If contract terms cannot be reached, the firm deemed the next most qualified will be invited for contract negotiations.

**Interviews will be held on TUESDAY, DECEMBER 20, 2016 at the IWA Office located at 200 S. Washington Street, Crawfordsville, Indiana 47933.**

The order and time of interviews are: *(All times listed are local time).*  
*Each Firm has a 20 minute presentation time with a 5 minute question/answer session time (25 minutes total)*

<b>Firm A: AMERICAN STRUCTUREPOINT, INC.</b>	<b>Time: 1:00 pm to 1:25 pm</b>
<b>Firm B: HWC ENGINEERING</b>	<b>Time: 1:35 pm to 2:00 pm</b>

If you have any questions, please contact me, the project's Grant Administrator, Kristy Jerrell, on my cell phone at (812) 878-0826.

Sincerely,

Kristy Jerrell  
President / Certified Grant Administrator  
Jerrell Consulting & Grant Administration Services LLC



THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X		=	
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X		=	
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X		=	
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X		=	
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X		=	
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X		=	
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X		=	
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X		=	
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X		=	
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X		=	
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X		=	
			<b>GRAND TOTAL</b>		

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

The following model is provided for your use as appropriate for your specific situation. The weights and rating values assigned should be the same as those stated in the Request for Statements of Qualification and used for the interviews, which you will do later. Complete a sheet for each firm submitting qualifications.

The highest number represents the most value for each column. **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project. **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification. Multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total.

<b>Firm:</b>	American Structurepoint, Inc.
<b>Contact Person:</b>	Brooke Thomas, Project Manager/ Benjamin Bontrager, Econ. Dev. Director
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	7260 Shadeland Station, Indianapolis, Indiana 46256
<b>Phone:</b>	317-547-5580 Office

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	3	=	30
2. Evaluation of assigned personnel.	10	X	4	=	40
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	4	=	40
4. Budget, cost controls, experience, and results.	10	X	3	=	30
5. Familiarity with local experience and results.	10	X	3	=	30
6. Ability to relate to project.	10	X	4	=	40
7. Analysis of narrative statement. (One page)	10	X	4	=	40
8. Reference check (evaluation transfer from reference check form).	10	X	4	=	40
<b>Name of Reviewer:</b> Jim Fulwider, Montgomery County Commissioner President			<b>Grand Total:</b> 290		

THE REFERENCE CHECK

Firm Being Checked:	American Structurepoint, Inc.
Project Referenced:	Pern Strategic Community Inv. Plan
Person Contacted:	Mayor Gabriel Greer - Pern
Phone:	765-472-2400

References provided in firm's proposal or from others who have worked with the firm.

**SAMPLE QUESTIONS TO BE ASKED:** (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?		/			
2. When was it completed?		/			
3. What was the scope of services? (Design work, construction phase services, studies, other).		/			
4. Was the project completed on schedule?		/			
5. Was the budget, cost control and financial administration within the planned controls and limitations?		/			
6. Did the firm and (you) the owner work well as a team in relation to the project?		/			
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?		/			
8. How would you rate the value you received to the cost of the firm's services?		/			
9. What is your overall evaluation of the firm based on your experience?		/			
10. Would you use this firm on a similar project?		/			
<b>GRAND TOTAL</b>		4			

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

The following model is provided for your use as appropriate for your specific situation. The weights and rating values assigned should be the same as those stated in the Request for Statements of Qualification and used for the interviews, which you will do later. Complete a sheet for each firm submitting qualifications.

The highest number represents the most value for each column. **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project. **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification. Multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total.

<b>Firm:</b>	HWC Engineering
<b>Contact Person:</b>	Rex Dillinger
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	135 N. Pennsylvania Street, Suite 2800, Indianapolis, IN 46204
<b>Phone:</b>	317-796-4615 (Rex Dillinger Cell Phone)

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	4	=	40
2. Evaluation of assigned personnel.	10	X	5	=	50
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	4	=	40
4. Budget, cost controls, experience, and results.	10	X	4	=	40
5. Familiarity with local experience and results.	10	X	4	=	40
6. Ability to relate to project.	10	X	4	=	40
7. Analysis of narrative statement. (One page)	10	X	5	=	50
8. Reference check (evaluation transfer from reference check form).	10	X	5	=	50
<b>Name of Reviewer: Jim Fulwider, Montgomery County Commissioner President</b>				<b>Grand Total:</b>	350

THE REFERENCE CHECK

<b>Firm Being Checked:</b>	HWC Engineering
<b>Project Referenced:</b>	
<b>Person Contacted:</b>	
<b>Phone:</b>	

References provided in firm's proposal or from others who have worked with the firm.

**SAMPLE QUESTIONS TO BE ASKED:** (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?	/				
2. When was it completed?	/				
3. What was the scope of services? (Design work, construction phase services, studies, other).	/				
4. Was the project completed on schedule?	/				
5. Was the budget, cost control and financial administration within the planned controls and limitations?	/				
6. Did the firm and (you) the owner work well as a team in relation to the project?	/				
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?	/				
8. How would you rate the value you received to the cost of the firm's services?	/				
9. What is your overall evaluation of the firm based on your experience?	/				
10. Would you use this firm on a similar project?	/				
<b>GRAND TOTAL</b>	5				

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

The following model is provided for your use as appropriate for your specific situation. The weights and rating values assigned should be the same as those stated in the Request for Statements of Qualification and used for the interviews, which you will do later. Complete a sheet for each firm submitting qualifications.

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<b>Firm:</b>	American Structurepoint, Inc.
<b>Contact Person:</b>	Brooke Thomas, Project Manager/ Benjamin Bontrager, Econ. Dev. Director
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	7260 Shadeland Station, Indianapolis, Indiana 46256
<b>Phone:</b>	317-547-5580 Office

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	4	=	40
2. Evaluation of assigned personnel.	10	X	3	=	30
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	4	=	40
4. Budget, cost controls, experience, and results.	10	X	4	=	40
5. Familiarity with local experience and results.	10	X	3	=	30
6. Ability to relate to project.	10	X	4	=	40
7. Analysis of narrative statement. (One page)	10	X	4	=	40
8. Reference check (evaluation transfer from reference check form).	10	X	4	=	40
<b>Name of Reviewer:</b> <del>Jim Fulwider, Montgomery County Commissioner President</del> <i>Mandy Miller</i>			<b>Grand Total:</b> <i>260</i>		

THE REFERENCE CHECK

Firm Being Checked:	American Structurepoint, Inc.
Project Referenced:	
Person Contacted:	
Phone:	

References provided in firm's proposal or from others who have worked with the firm.

**SAMPLE QUESTIONS TO BE ASKED:** (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?		/			
2. When was it completed?		/			
3. What was the scope of services? (Design work, construction phase services, studies, other).		/			
4. Was the project completed on schedule?		/			
5. Was the budget, cost control and financial administration within the planned controls and limitations?		/			
6. Did the firm and (you) the owner work well as a team in relation to the project?		/			
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?		/			
8. How would you rate the value you received to the cost of the firm's services?		/			
9. What is your overall evaluation of the firm based on your experience?		/			
10. Would you use this firm on a similar project?		/			
<b>GRAND TOTAL</b>		(4)			

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

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<b>Firm:</b>	HWC Engineering
<b>Contact Person:</b>	Rex Dillinger
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	135 N. Pennsylvania Street, Suite 2800, Indianapolis, IN 46204
<b>Phone:</b>	317-796-4615 (Rex Dillinger Cell Phone)

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	4	=	40
2. Evaluation of assigned personnel.	10	X	5	=	50
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	5	=	50
4. Budget, cost controls, experience, and results.	10	X	4	=	40
5. Familiarity with local experience and results.	10	X	4	=	40
6. Ability to relate to project.	10	X	4	=	40
7. Analysis of narrative statement. (One page)	10	X	4	=	40
8. Reference check (evaluation transfer from reference check form).	10	X	5	=	50
<b>Name of Reviewer:</b> <del>Jim Fulwider, Montgomery County Commissioner President</del> Brandy Allen			<b>Grand Total:</b> 350		

THE REFERENCE CHECK

Firm Being Checked:	HWC Engineering
Project Referenced:	
Person Contacted:	
Phone:	

References provided in firm's proposal or from others who have worked with the firm.

**SAMPLE QUESTIONS TO BE ASKED:** (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?	/				
2. When was it completed?	/				
3. What was the scope of services? (Design work, construction phase services, studies, other).	/				
4. Was the project completed on schedule?	/				
5. Was the budget, cost control and financial administration within the planned controls and limitations?	/				
6. Did the firm and (you) the owner work well as a team in relation to the project?	/				
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?	/				
8. How would you rate the value you received to the cost of the firm's services?	/				
9. What is your overall evaluation of the firm based on your experience?	/				
10. Would you use this firm on a similar project?	/				
<b>GRAND TOTAL</b>	(5)				

Brandy Allen

124

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

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<b>Firm:</b>	American Structurepoint, Inc.
<b>Contact Person:</b>	Brooke Thomas, Project Manager/ Benjamin Bontrager, Econ. Dev. Director
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	7260 Shadeland Station, Indianapolis, Indiana 46256
<b>Phone:</b>	317-547-5580 Office

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	5	=	50
2. Evaluation of assigned personnel.	10	X	5	=	50
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	5	=	50
4. Budget, cost controls, experience, and results.	10	X	5	=	50
5. Familiarity with local experience and results.	10	X	5	=	50
6. Ability to relate to project.	10	X	5	=	50
7. Analysis of narrative statement. (One page)	10	X	5	=	50
8. Reference check (evaluation transfer from reference check form).	10	X	5	=	50
<b>Name of Reviewer:</b> John Frey, IWA Board Member		<b>Grand Total:</b> 400			

THE REFERENCE CHECK

<b>Firm Being Checked:</b>	American Structurepoint, Inc.
<b>Project Referenced:</b>	
<b>Person Contacted:</b>	
<b>Phone:</b>	

References provided in firm's proposal or from others who have worked with the firm.

**SAMPLE QUESTIONS TO BE ASKED:** (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?		✓			
2. When was it completed?		✓			
3. What was the scope of services? (Design work, construction phase services, studies, other).		✓			
4. Was the project completed on schedule?		✓			
5. Was the budget, cost control and financial administration within the planned controls and limitations?		✓			
6. Did the firm and (you) the owner work well as a team in relation to the project?		✓			
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?		✓			
8. How would you rate the value you received to the cost of the firm's services?		✓			
9. What is your overall evaluation of the firm based on your experience?		✓			
10. Would you use this firm on a similar project?		✓			
<b>GRAND TOTAL</b>		10			

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

The following model is provided for your use as appropriate for your specific situation. The weights and rating values assigned should be the same as those stated in the Request for Statements of Qualification and used for the interviews, which you will do later. Complete a sheet for each firm submitting qualifications.

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<b>Firm:</b>	HWC Engineering
<b>Contact Person:</b>	Rex Dillinger
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	135 N. Pennsylvania Street, Suite 2800, Indianapolis, IN 46204
<b>Phone:</b>	317-796-4615 (Rex Dillinger Cell Phone)

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	5	=	50
2. Evaluation of assigned personnel.	10	X	5	=	50
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	5	=	50
4. Budget, cost controls, experience, and results.	10	X	5	=	50
5. Familiarity with local experience and results.	10	X	5	=	50
6. Ability to relate to project.	10	X	5	=	50
7. Analysis of narrative statement. (One page)	10	X	5	=	50
8. Reference check (evaluation transfer from reference check form).	10	X	5	=	50
<b>Name of Reviewer:</b> John Frey, IWA Board Member		<b>Grand Total:</b> 400			

THE REFERENCE CHECK

Firm Being Checked: HWC Engineering

Project Referenced:

Person Contacted:

Phone:

References provided in firm's proposal or from others who have worked with the firm.

SAMPLE QUESTIONS TO BE ASKED: (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?	✓				
2. When was it completed?	✓				
3. What was the scope of services? (Design work, construction phase services, studies, other).	✓				
4. Was the project completed on schedule?	✓				
5. Was the budget, cost control and financial administration within the planned controls and limitations?	✓				
6. Did the firm and (you) the owner work well as a team in relation to the project?	✓				
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?	✓				
8. How would you rate the value you received to the cost of the firm's services?	✓				
9. What is your overall evaluation of the firm based on your experience?	✓				
10. Would you use this firm on a similar project?	✓				
<b>GRAND TOTAL</b>	10				

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

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<b>Firm:</b>	American Structurepoint, Inc.
<b>Contact Person:</b>	Brooke Thomas, Project Manager/ Benjamin Bontrager, Econ. Dev. Director
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	7260 Shadeland Station, Indianapolis, Indiana 46256
<b>Phone:</b>	317-547-5580 Office

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	4.5	=	45
2. Evaluation of assigned personnel.	10	X	4.5	=	45
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	4	=	40
4. Budget, cost controls, experience, and results.	10	X	3	=	30
5. Familiarity with local experience and results.	10	X	4	=	40
6. Ability to relate to project.	10	X	4	=	40
7. Analysis of narrative statement. (One page)	10	X	4	=	40
8. Reference check (evaluation transfer from reference check form).	10	X	4.4	=	44
<b>Name of Reviewer:</b> Steve Loy, IWA Board Member		<b>Grand Total:</b> 324			

THE REFERENCE CHECK

Firm Being Checked:	American Structurepoint, Inc.
Project Referenced:	Ronald Reagan Parkway / Phase II
Person Contacted:	John Ayers, County Engineer, Henderson Co
Phone:	John Ayers, 202-233-2100

References provided in firm's proposal or from others who have worked with the firm.

**SAMPLE QUESTIONS TO BE ASKED:** (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?		✓		Ronald Reagan Parkway	
2. When was it completed?		✓		In Progress	
3. What was the scope of services? (Design work, construction phase services, studies, other).		✓		Design	
4. Was the project completed on schedule?		✓			
5. Was the budget, cost control and financial administration within the planned controls and limitations?			✓	Higher end of range for what was being done not less expensive	
6. Did the firm and (you) the owner work well as a team in relation to the project?	✓				
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?	✓				
8. How would you rate the value you received to the cost of the firm's services?	✓				
9. What is your overall evaluation of the firm based on your experience?	✓				
10. Would you use this firm on a similar project?	✓				
44 GRAND TOTAL	25	16	3		

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

The following model is provided for your use as appropriate for your specific situation. The weights and rating values assigned should be the same as those stated in the Request for Statements of Qualification and used for the interviews, which you will do later. Complete a sheet for each firm submitting qualifications.

The highest number represents the most value for each column. **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project. **Rating column: 1-5 points.** In this column, you rate the firm based on each qualification. Multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total.

<b>Firm:</b>	HWC Engineering
<b>Contact Person:</b>	Rex Dillinger
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	135 N. Pennsylvania Street, Suite 2800, Indianapolis, IN 46204
<b>Phone:</b>	317-796-4615 (Rex Dillinger Cell Phone)

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	5	=	50
2. Evaluation of assigned personnel.	10	X	4.5	=	45
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	4.5	=	45
4. Budget, cost controls, experience, and results.	10	X	5	=	50
5. Familiarity with local experience and results.	10	X	5	=	50
6. Ability to relate to project.	10	X	5	=	50
7. Analysis of narrative statement. (One page)	10	X	4.5	=	45
8. Reference check (evaluation transfer from reference check form).	10	X	4.7	=	47
<b>Name of Reviewer:</b> Steve Loy, IWA Board Member			<b>Grand Total:</b> 382		

THE REFERENCE CHECK

Firm Being Checked:	HWC Engineering
Project Referenced:	ED & SITE location Consulting
Person Contacted:	BERT WEAYER, County Commissioner, Clinton Co
Phone:	

References provided in firm's proposal or from others who have worked with the firm.

**SAMPLE QUESTIONS TO BE ASKED:** (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?		✓		CO-APR-1	
2. When was it completed?	✓			18 MO. DASH	
3. What was the scope of services? (Design work, construction phase services, studies, other).		✓		DESIGN & CONSTRUCTION	
4. Was the project completed on schedule?	✓				
5. Was the budget, cost control and financial administration within the planned controls and limitations?	✓			SAVED 500-600K ON ROAD FUNDING GRANT \$-500K	
6. Did the firm and (you) the owner work well as a team in relation to the project?	✓			OUTSTANDING JOB - DASH - PLAN - TIF	
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?	✓			- FINANCIAL CONSULTANTS DAN DILLINGER & TIPS W/ guidance Strong - City/County, passing money - HOPEFUL FIRM ISSUES.	
8. How would you rate the value you received to the cost of the firm's services?	✓				
9. What is your overall evaluation of the firm based on your experience?	✓				
10. Would you use this firm on a similar project?	✓			25 WEST - 165 - AIRPORT DESIRED - REGIONAL WASTE WATER	
43 GRAND TOTAL	40	8			

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

The following model is provided for your use as appropriate for your specific situation. The weights and rating values assigned should be the same as those stated in the Request for Statements of Qualification and used for the interviews, which you will do later. Complete a sheet for each firm submitting qualifications.

The highest number represents the most value for each column. **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project. **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification. Multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total.

<b>Firm:</b>	American Structurepoint, Inc.
<b>Contact Person:</b>	Brooke Thomas, Project Manager/ Benjamin Bontrager, Econ. Dev. Director
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	7260 Shadeland Station, Indianapolis, Indiana 46256
<b>Phone:</b>	317-547-5580 Office

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	5	=	50
2. Evaluation of assigned personnel.	10	X	5	=	50
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	5	=	50
4. Budget, cost controls, experience, and results.	10	X	5	=	50
5. Familiarity with local experience and results.	10	X	4	=	40
6. Ability to relate to project.	10	X	4	=	40
7. Analysis of narrative statement. (One page)	10	X	5	=	50
8. Reference check (evaluation transfer from reference check form).	10	X	3	=	30
<b>Name of Reviewer:</b> Ron Dickerson, IWA Board President		<b>Grand Total:</b> 360			

THE REFERENCE CHECK

<b>Firm Being Checked:</b>	American Structurepoint, Inc.
<b>Project Referenced:</b>	several
<b>Person Contacted:</b>	John Ayers
<b>Phone:</b>	317 745 9221

References provided in firm's proposal or from others who have worked with the firm.

**SAMPLE QUESTIONS TO BE ASKED:** (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?	✓				
2. When was it completed?		✓			
3. What was the scope of services? (Design work, construction phase services, studies, other).		✓			
4. Was the project completed on schedule?		✓			
5. Was the budget, cost control and financial administration within the planned controls and limitations?		✓			
6. Did the firm and (you) the owner work well as a team in relation to the project?		✓			
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?		✓			
8. How would you rate the value you received to the cost of the firm's services?		✓			
9. What is your overall evaluation of the firm based on your experience?	✓				
10. Would you use this firm on a similar project?	✓				
<b>GRAND TOTAL</b>	10	28			

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

The following model is provided for your use as appropriate for your specific situation. The weights and rating values assigned should be the same as those stated in the Request for Statements of Qualification and used for the interviews, which you will do later. Complete a sheet for each firm submitting qualifications.

The highest number represents the most value for each column. **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project. **Rating column: 1-5 points.** In this column, you rate the firm based on each qualification. Multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total.

<b>Firm:</b>	HWC Engineering
<b>Contact Person:</b>	Rex Dillinger
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	135 N. Pennsylvania Street, Suite 2800, Indianapolis, IN 46204
<b>Phone:</b>	317-796-4615 (Rex Dillinger Cell Phone)

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	5	=	50
2. Evaluation of assigned personnel.	10	X	5	=	50
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	5	=	50
4. Budget, cost controls, experience, and results.	10	X	5	=	50
5. Familiarity with local experience and results.	10	X	5	=	50
6. Ability to relate to project.	10	X	5	=	50
7. Analysis of narrative statement. (One page)	10	X	5	=	50
8. Reference check (evaluation transfer from reference check form).	10	X	5	=	50
<b>Name of Reviewer:</b> Ron Dickerson, IWA Board President		<b>Grand Total:</b> 400			

THE REFERENCE CHECK

<b>Firm Being Checked:</b>	HWC Engineering
<b>Project Referenced:</b>	Angola
<b>Person Contacted:</b>	Mayor - Richard Helmer Vivian 12/15
<b>Phone:</b>	560-665-7465

References provided in firm's proposal or from others who have worked with the firm.

**SAMPLE QUESTIONS TO BE ASKED:** (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?	✓				
2. When was it completed?	✓				
3. What was the scope of services? (Design work, construction phase services, studies, other).	✓				
4. Was the project completed on schedule?	✓				
5. Was the budget, cost control and financial administration within the planned controls and limitations?	✓				
6. Did the firm and (you) the owner work well as a team in relation to the project?	✓				
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?	✓				
8. How would you rate the value you received to the cost of the firm's services?	✓				
9. What is your overall evaluation of the firm based on your experience?	✓				
10. Would you use this firm on a similar project?	✓				
<b>GRAND TOTAL</b>	50				

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

The following model is provided for your use as appropriate for your specific situation. The weights and rating values assigned should be the same as those stated in the Request for Statements of Qualification and used for the interviews, which you will do later. Complete a sheet for each firm submitting qualifications.

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<b>Firm:</b>	American Structurepoint, Inc.
<b>Contact Person:</b>	Brooke Thomas, Project Manager/ Benjamin Bontrager, Econ. Dev. Director
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	7260 Shadeland Station, Indianapolis, Indiana 46256
<b>Phone:</b>	317-547-5580 Office

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	5	=	50
2. Evaluation of assigned personnel.	10	X	5	=	50
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	4	=	40
4. Budget, cost controls, experience, and results.	10	X	4	=	40
5. Familiarity with local experience and results.	10	X	4	=	40
6. Ability to relate to project.	10	X	5+	=	50
7. Analysis of narrative statement. (One page)	10	X	5+	=	50
8. Reference check (evaluation transfer from reference check form).	10	X	4	=	40
<b>Name of Reviewer:</b> JEFF BIRK		<b>Grand Total:</b> 360			
<b>Tom Utley, IWA Executive Director</b>					

THE REFERENCE CHECK

Firm Being Checked: American Structurepoint, Inc.

Project Referenced:

Person Contacted:

Phone:

References provided in firm's proposal or from others who have worked with the firm.

SAMPLE QUESTIONS TO BE ASKED: (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?	STRATEGIC PLAN	STRATEGIC INVESTMENT STRATEG			
2. When was it completed?	5 YRS. AGO	2013-14			
3. What was the scope of services? (Design work, construction phase services, studies, other).	10,000 SQ. FT. VIEW	STUDIES & SERVICES			
4. Was the project completed on schedule?	YES	YES			
5. Was the budget, cost control and financial administration within the planned controls and limitations?	N/A	N/A			
6. Did the firm and (you) the owner work well as a team in relation to the project?	YES	YES			
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?	YES	YES			
8. How would you rate the value you received to the cost of the firm's services?	4	4			
9. What is your overall evaluation of the firm based on your experience?	4	4			
10. Would you use this firm on a similar project?	YES	YES			
GRAND TOTAL	4	4			

## Statement of Qualifications Evaluation

### FOR SHORT-LISTING / INTERVIEWS

The following model is provided for your use as appropriate for your specific situation. The weights and rating values assigned should be the same as those stated in the Request for Statements of Qualification and used for the interviews, which you will do later. Complete a sheet for each firm submitting qualifications.

The highest number represents the most value for each column. **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project. **Rating column: 1-5 points.** In this column, you rate the firm based on each qualification. Multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total.

<b>Firm:</b>	HWC Engineering
<b>Contact Person:</b>	Rex Dillinger
<b>Project Description:</b>	Economic Development Planning Study – Planning Grant
<b>Address:</b>	135 N. Pennsylvania Street, Suite 2800, Indianapolis, IN 46204
<b>Phone:</b>	317-796-4615 (Rex Dillinger Cell Phone)

### INDIVIDUAL EVALUATION

	WEIGHT	X	RATING	=	TOTAL
1. Firm's history and resource capabilities to perform required services.	10	X	5 +	=	50
2. Evaluation of assigned personnel.	10	X	5 +	=	50
3. Related experience (as appropriate). - design services - planning - feasibility studies - other _____	10	X	5 +	=	50
4. Budget, cost controls, experience, and results.	10	X	5 +	=	50
5. Familiarity with local experience and results.	10	X	5 +	=	50
6. Ability to relate to project.	10	X	4	=	40
7. Analysis of narrative statement. (One page)	10	X	4	=	40
8. Reference check (evaluation transfer from reference check form).	10	X	5 +	=	50
<b>Name of Reviewer:</b> JEFF BIRK <del>Tom Utley, IWA Executive Director</del>			<b>Grand Total:</b> 380		

THE REFERENCE CHECK

<b>Firm Being Checked:</b>	HWC Engineering
<b>Project Referenced:</b>	
<b>Person Contacted:</b>	
<b>Phone:</b>	

References provided in firm's proposal or from others who have worked with the firm.

**SAMPLE QUESTIONS TO BE ASKED:** (Owner may wish to add to this list of questions.)

	5 Excellent	4 Good	3 Average	2 Fair	1 Poor
1. What project did the firm perform for you?	SEVERAL RIVERFRONT TRAILHEAD PROJECTS	CUSTOMER SATISFIED			
2. When was it completed?	VARIOUS	VARIOUS			
3. What was the scope of services? (Design work, construction phase services, studies, other).	VARIOUS	VARIOUS			
4. Was the project completed on schedule?	YES	YES			
5. Was the budget, cost control and financial administration within the planned controls and limitations?	YES	YES			
6. Did the firm and (you) the owner work well as a team in relation to the project?	YES	YES			
7. Did the firm's personnel work well with the committee/board's staff and on all of the project's specific requirements?	YES	YES			
8. How would you rate the value you received to the cost of the firm's services?	5	5			
9. What is your overall evaluation of the firm based on your experience?	5	5			
10. Would you use this firm on a similar project?	YES	YES			
<b>GRAND TOTAL</b>	5	5			

GROUP QUALIFICATIONS EVALUATION SUMMARY  
SHORT-LISTING

The group evaluation form is provided for the chairperson of the evaluation group to evaluate the results of the process. Use it to develop a short - list of firms who submitted qualifications down to the number desired (firms to be interviewed.)

	FIRM NAME	American Structurepoint, Inc.	HWC Engineering
1.	Jim Fulwider, Montgomery County Commissioner President	290	350
2.	Brandy Allen, <sup>Director City of</sup> Crawfordsville Planning	260	350
3.	John Frey, IWA Board Member	400	400
4.	Steve Loy, IWA Board Member	324	382
5.	Ron Dickerson, IWA Board President	360	400
6.	Jeff Birk, IWA Board member	360	380
	Grand Totals	1,994	2,262
	# of persons $\div$ grand Total	332.33	377

Both Firms have been chosen to  
interview.

## Interview Evaluation and Scoring Form

### Instructions for the Interviewers:

The questions and categories for scoring may be modified to meet the specific needs of the applicant and project. The categories included on this form are typical examples of the criteria used to evaluate firms.

Highest number represents the most value for each column.

- **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project.
- **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification.

At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

Jim Fulwider

Name of Firm:

American Structure Point

### General Notes:

Ben 3 1/2 yrs. Brooke Goals + Strategy Measure Success 1) Benchmarks 2) 6-7 maybe up to a few more months Scope - <del>focused</del> - of Gateway East. Award mid-February	Brook managed as many as 12, but ours maybe 3
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THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest)	10	X	3	=	30
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	4	=	40
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	3	=	30
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	3	=	30
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	4	=	40
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	3	=	30
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X	4	=	40
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X	2	=	20
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	3	=	30
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	3	=	30
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X	0	=	0
<b>GRAND TOTAL</b>					<b>320</b>

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## Interview Evaluation and Scoring Form

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### Instructions for the Interviewers:

The questions and categories for scoring may be modified to meet the specific needs of the applicant and project. The categories included on this form are typical examples of the criteria used to evaluate firms.

Highest number represents the most value for each column.

- **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project.
- **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification.

At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

Jim Fulwider

Name of Firm:

HWC

### General Notes:

Coner W.	3	3-6 Plans
Chris Mann		
vision		
determination		
political cap.		
Hard work		
Solid workable Plan		
Asset Management Plan		

### THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X	5	=	50
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	4	=	40
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	4	=	40
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	5	=	50
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	5	=	50
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	4	=	40
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X	4	=	40
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X	4	=	40
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	4	=	40
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	5	=	50
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X	0	=	0
<b>GRAND TOTAL</b>					<b>440</b>

## Interview Evaluation and Scoring Form

### Instructions for the Interviewers:

The questions and categories for scoring may be modified to meet the specific needs of the applicant and project. The categories included on this form are typical examples of the criteria used to evaluate firms.

Highest number represents the most value for each column.

- **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project.
- **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification.

At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

Mandy Allen

Name of Firm:

American Structurepoint

### General Notes:

Mike Thomas - project manager

Provide data exclusive to their organization?

\$30,000 6-7 months starting when contract signed

Timeline

3 projects at one time for Bnove to manage

concerns about scope of project and cost

THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X	4	=	40
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	3	=	30
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	3	=	30
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	3	=	30
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	4	=	40
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	3	=	30
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X	4	=	40
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X	3	=	30
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	2	=	20
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	4	=	40
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X	0	=	
<b>GRAND TOTAL</b>					330

160  
150  
20  
330

## Interview Evaluation and Scoring Form

### Instructions for the Interviewers:

The questions and categories for scoring may be modified to meet the specific needs of the applicant and project. The categories included on this form are typical examples of the criteria used to evaluate firms.

Highest number represents the most value for each column.

- **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project.
- **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification.

At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

Brandy Allen

Name of Firm:

HWC Engineering

### General Notes:

- Seem to have more experience with this type of plan  
- Cost? ✓ \$36,000  
- Delphi, Crawfordsville, Princeton - Martinsville - repeat clients.  
- Jamestown! exactly what we need  
3-6 plans at a time for project manager

THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X	5	=	50
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	4	=	40
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	5	=	50
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	5	=	50
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	5	=	50
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	5	=	50
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X	4	=	40
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X	4	=	40
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	5	=	50
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	4	=	40
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X	0	=	
<b>GRAND TOTAL</b>					460

300  
160

## Interview Evaluation and Scoring Form

### Instructions for the Interviewers:

The questions and categories for scoring may be modified to meet the specific needs of the applicant and project. The categories included on this form are typical examples of the criteria used to evaluate firms.

Highest number represents the most value for each column.

- **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project.
- **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification.

At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

John Frey

Name of Firm:

StructurePoint

### General Notes:

<ul style="list-style-type: none"><li>- first step</li><li>- main challenges</li><li>- meaningful &amp; achievable</li><li>- arm elected officials</li><li>- involve public<ul style="list-style-type: none"><li>- on line minutes for transparency</li></ul></li><li>- developers perspective</li></ul>	<p>Brooke - project manager</p> <p>Bo - Purdue</p> <ul style="list-style-type: none"><li>- worked develop plan to our strengths</li><li>- set the table for opportunities</li><li>- measure results</li><li>- flexible plan</li><li>- responsive to the market</li></ul>
--	--

3 projects currently including us

success?  
Timeline?

6-7 months as soon as data needed

Purdue's Relationship?  
150' Data  
"get people involved in the process" in IN  
- largest civil engineering company in IN

THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X	5	=	50
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	5	=	50
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	3	=	30
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	3	=	30
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	3	=	30
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	3	=	30
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X	5	=	50
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X	5	=	50
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	5	=	50
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	5	=	50
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X		=	
<b>GRAND TOTAL</b>					390

## Interview Evaluation and Scoring Form

### Instructions for the Interviewers:

The questions and categories for scoring may be modified to meet the specific needs of the applicant and project. The categories included on this form are typical examples of the criteria used to evaluate firms.

Highest number represents the most value for each column.

- **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project.
- **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification.

At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

John Frey

Name of Firm:

HWC

### General Notes:

- Vision is critique, and a plan to accomplish vision, political, hard work, plan, capital
- OCRA plans experience
- works with city now on plan
- a plan is "asset management"
- cost/benefit analysis
- \* - deliver a plan that has a basis and reality
- plan for infrastructure expansion
- "digging into the details" cost money
- "Size" growth opportunities
- \* Drive private investment
- we believe I74/32 is it... when can you start?? "immediately" 1
- help with strategy?? 152
- plan for the negative - "Build The Case"

THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X	5	=	50
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	5	=	50
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	5	=	50
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	5	=	50
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	5	=	50
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	5	=	50
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X	5	=	50
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X	5	=	50
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	5	=	50
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	5	=	50
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X	5	=	0
<b>GRAND TOTAL</b>					500

## Interview Evaluation and Scoring Form

### Instructions for the Interviewers:

The questions and categories for scoring may be modified to meet the specific needs of the applicant and project. The categories included on this form are typical examples of the criteria used to evaluate firms.

Highest number represents the most value for each column.

- **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project.
- **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification.

At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

Steve Loy

Name of Firm:

American Structure Point

### General Notes:

American Structure Point

BEK - ED Director	Brooke - Project Manager	Bo - Director	RED
UNIQUE - VAST DATA	Provides most data to MC/County/REGIONS	Socio Economic DATA	VALUABLE - decisions data driven
- PCODE	Demographics, commuting, industry clusters.		RESEARCH
- Builders for Mount Co	→ ?		
Vision -	PHYSICAL characteristics		
- Focus on opportunities	DATA DRIVEN DECISIONS		
- What is current situation?			
Public Perception		Resources	
- Process to be transparent		Unmet Civil Engineering Company in MD	
- myths	- website		
- planning	- meetings		
creating ED opportunities			
- incredibly competitive			
- "Set the table" for opportunities			
- consensus building			
			C-7 makes - 9?

3 total projects now.

THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X	4	=	40
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	4	=	40
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	5	=	50
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	4	=	40
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	4	=	40
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	4	=	40
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X	4	=	40
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X	4	=	40
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	3	=	30
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	5	=	50
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X	⓪	=	⓪
GRAND TOTAL					410

## Interview Evaluation and Scoring Form

### Instructions for the Interviewers:

The questions and categories for scoring may be modified to meet the specific needs of the applicant and project. The categories included on this form are typical examples of the criteria used to evaluate firms.

Highest number represents the most value for each column.

- **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project.
- **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification.

At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

Steve Loy
H LLC

Name of Firm:

### General Notes:

*APASIONATE*  
*SEEK both sides*  
*3-6 projects at a time*  
*- Public & Private*

DEE Dillingor Business Advisor / Carlos Herrera ED / Cory Whitesell - Planning

VISION.  
 - GIVE 2 HANDS OFF  
 - Competitive environment

desires  
 - ASSET management  
 - plan in place  
 - manage it  
 - Now there work at each other

positioned capital  
 - BASIS IN REALITY  
 - ROI Driven  
 - mitigate risk  
 - maximize wealth

work with  
 - Public/Private Relationship & how utilize public capital

solid workable plan  
 - not for immediate plan  
 - 2nd plan  
 - 3rd plan

work - most experience  
 - dozens of ODA Grants.

Bring  
 - BRINGS Resources to the table  
 - WHAT ARE THE RESULTS?  
 - 5 people in group

- Site Rejection Process from  
 - get Site Selections make presentation  
 - WE will not come in last  
 - EDUC - all Partnership - ownership

THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X	5	=	50
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	5	=	50
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	5	=	50
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	5	=	50
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	5	=	50
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	5	=	50
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X	4	=	40
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X	4	=	40
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	5	=	50
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	4	=	40
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X	5	=	5
GRAND TOTAL					475

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## Interview Evaluation and Scoring Form

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### Instructions for the Interviewers:

The questions and categories for scoring may be modified to meet the specific needs of the applicant and project. The categories included on this form are typical examples of the criteria used to evaluate firms.

Highest number represents the most value for each column.

- **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project.
- **Rating column:** 1-5 points. In this column, you rate the firm based on each qualification.

At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

Ron Dickerson

Name of Firm:

Structure Point

### General Notes:

References

Follow up with Cost

SP

THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X	5	=	
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	4	=	
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	3	=	
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	3	=	
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	3	=	
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	3	=	
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X	4	=	
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X	4	=	
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	3	=	
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	4	=	
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X		=	
<b>GRAND TOTAL</b>					360

159

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## Interview Evaluation and Scoring Form

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### Instructions for the Interviewers:

The questions and categories for scoring may be modified to meet the specific needs of the applicant and project. The categories included on this form are typical examples of the criteria used to evaluate firms.

Highest number represents the most value for each column.

- **Weight column:** 1-10 depending on value to the project. Use the weight column to indicate the level of importance (in your judgment), in each area, to the particular project.
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At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

Bon Dickerson

Name of Firm:

HWC

### General Notes:

Experience

In House Assets

HWC

THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X	5	=	50
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	5	=	50
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	4	=	40
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	5	=	50
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	4	=	40
<b>6. Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	5	=	50
<b>7. Technical Project Management</b> (Owner may evaluate firm's abilities related to technical functions such as project cost controls, construction observation, time schedule, etc.).	10	X	4	=	40
<b>8. Responsiveness to Owner's Concern</b> (Owner may evaluate firm's abilities to form successful working relationships and communications with the owner).	10	X	4	=	40
<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	4	=	40
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	4	=	40
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X		=	<del>40</del>
GRAND TOTAL					440

661



THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
<b>1. Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest).	10	X	3	=	30
<b>2. Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	4	=	40
<b>3. Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	4	=	40
<b>4. Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	4	=	40
<b>5. Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	4	=	40
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<b>9. Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	3	=	30
<b>10. Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	5	=	50
<b>11. Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X		=	<del>30</del>
<b>GRAND TOTAL</b>					360

## Interview Evaluation and Scoring Form

### Instructions for the Interviewers:

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At the completion of the interview, multiply the rating by the weight for each category and enter the total. Add all totals to establish the grand total. The chairperson will combine all of the totals for those participating in the interview session on the Group Interview Evaluation Form.

Name of Interviewer:

JEFF BIRK

Name of Firm:

HWC

### General Notes:

THE INTERVIEW: QUESTIONS AND SCORE SHEETS

Categories	Weight	X	Rating	=	Total
1. <b>Understanding of Project Requirements</b> (Owner may evaluate firm's analysis, preparation and level of interest)	10	X	5	=	50
2. <b>Design Approach / Methodology</b> (Owner may evaluate firm or individual's creativity and problem solving abilities).	10	X	5	=	50
3. <b>Key Personnel and Roles</b> (Owner may evaluate personal qualifications and professional skills of key individuals).	10	X	5	=	50
4. <b>Pertinent Experience, Firm</b> (Owner may evaluate related projects presented as previous work of the firm).	10	X	5	=	50
5. <b>Pertinent Experience, Individual</b> (Owner may evaluate related projects presented as previous work of key personnel).	10	X	5	=	50
6. <b>Consultant / In-House Resources</b> (Owner may evaluate firm's abilities and importance of consultant or in-house support services).	10	X	5	=	50
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9. <b>Compensation</b> (Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required at this time).	10	X	5	=	50
10. <b>Sub-Consultant Selection</b> (Owner may evaluate firm's method of hiring sub-contractors).	10	X	5	=	50
11. <b>Other Relevant Issues</b> (Owner may evaluate importance of other relevant issues by firm).	-----	X		=	
GRAND TOTAL					490

GROUP INTERVIEW EVALUATION FORM

**NOTE:** Enter the grand total for each firm as recorded by each interviewer on the score sheet. After all entries are made and totaled, divide the combined group total for each firm by the number of interviewers to determine grand totals for each firm. This is to equalize scoring in the event all firms are not interviewed by all interviewers.

Combined Group Totals

	FIRM NAME	American Structurepoint, Inc.	HWC Engineering
1.	Jim Fulwider, Commissioner President	320	440
2.	Brandy Allen, <sup>Director of</sup> <del>Chief of Planning</del>	330	460
3.	John Frey, IWA Board Member	390	500
4.	Steve Loy, IWA Board Member	410	475
5.	Ron Dickerson, IWA Board President	360	440
6.	Jeff Erik, IWA Board member	360	490
	Grand Total ÷ # of scoring committee members	2,170	2,850

American Structurepoint

HWC Engineering

Proposal  
Score

332.33

377

Interview  
Score

361.66

475

Total  
Score

Revised - November 2011

693.99

852 <sup>3</sup>

1666

# JERRELL CONSULTING

## & GRANT ADMINISTRATION SERVICES, LLC

1813 West Colonial Drive  
Terre Haute, Indiana 47802  
Cell: (812) 878-0826  
E-mail: [jerrellconsulting@ma.rr.com](mailto:jerrellconsulting@ma.rr.com)

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### *"Making a Big Difference in Small Communities"*

December 20, 2016

**TO:** American Structurepoint  
**FROM:** MONTGOMERY COUNTY  
**PROJECT:** ECONOMIC DEVELOPMENT PLANNING STUDY  
**RE:** SELECTION RESULTS

On behalf of the selection committee for Montgomery County's Economic Development Planning Study – Planning Grant Project, I want to thank you and your team members for your efforts in presenting your qualifications to our panel.

This letter is to inform you that the committee has selected HWC Engineering to complete the planning study for the above mentioned project.

Again, I want to express our sincere gratitude for your firm for your interest in our community.

Sincerely,

*Kristy Jerrell*

Kristy Jerrell  
President / Certified Grant Administrator  
Jerrell Consulting & Grant Administration Services LLC

# JERRELL CONSULTING

## & GRANT ADMINISTRATION SERVICES, LLC

1813 West Colonial Drive  
Terre Haute, Indiana 47802  
Cell: (812) 878-0826  
E-mail: [jerrellconsulting@ma.rr.com](mailto:jerrellconsulting@ma.rr.com)

---

### *"Making a Big Difference in Small Communities"*

December 20, 2016

**TO:** HWC Engineering  
**FROM:** MONTGOMERY COUNTY  
**PROJECT:** ECONOMIC DEVELOPMENT PLANNING STUDY  
**RE:** SELECTION RESULTS

On behalf of the Montgomery County selection committee, I want to thank you and your team members for your efforts in presenting your qualifications for our project. You did a very good job.

The selection committee has chosen your firm to complete the Montgomery County Economic Development Planning Study – Planning Grant Project. Congratulations! Please contact me at your earliest convenience so that we can finalize the contract for your services. You may either call me at 812-878-0826 or send an email reply to [jerrellconsulting@ma.rr.com](mailto:jerrellconsulting@ma.rr.com)

We look forward to working with you on this vital County project.

Sincerely,

*Kristy Jerrell*

Kristy Jerrell  
President / Certified Grant Administrator  
Jerrell Consulting & Grant Administration Services LLC

Draft

HWC ENGINEERING  
BMO Plaza  
135 North Pennsylvania Street, Suite 2800  
Indianapolis, IN 46204  
(317) 347-3663

AGREEMENT TO PROVIDE SERVICES

This **AGREEMENT** is recognized as being established the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as "HWC") and Montgomery County Commissioners (hereinafter referred to as "CLIENT"), concerning the following:

**The Project Name, Location, and Address are:**

Economic Development Plan  
Montgomery County, Indiana

**The CLIENT's Name and Address is:**

Montgomery County Commissioners  
110 W. South Blvd  
Crawfordsville, IN 47933

**The Project's Designated CLIENT Representative and his/her contact information (including title, address, phone number, fax number, and e-mail address) are:**

Lori Dossett, Assistant  
Montgomery County Commissioners  
110 W. South Blvd  
Crawfordsville, IN 47933  
Phone: 765-361-2623  
Fax: 765-3238

**The Project's Designated HWC Representative and his/her contact information (including title, address, phone number, fax number and e-mail address) are:**

Cory Whitesell, PE  
Director - Planning Division  
HWC Engineering  
135 North Pennsylvania Street, Suite 2800  
Indianapolis, IN 46204  
Phone: 317-347-3663 Ext. 206  
Fax: 317-347-3664  
[cwhitesell@hwcengineering.com](mailto:cwhitesell@hwcengineering.com)

The applicable HWC Project Number is: 2016-233

### Definitions

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

**Agreement:** A contract duly executed and legally binding

**Certify, Certification:** HWC's opinion, based upon HWC's observation of conditions, knowledge, information, and beliefs. It is expressly understood that HWC's certification of a condition's existence relieves no other party of any responsibility or obligation he or she has accepted by agreement, contract, or custom.

**Estimate:** An opinion of probable construction cost made by HWC. The accuracy of a probable construction cost cannot be guaranteed.

**Inspect, Inspection:** The visual observation of construction to permit HWC to form an opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in accordance with the Contract Documents. Such observations shall not be relied upon by any party from fulfillment of customary and contractual obligations.

**HWC:** is to mean HWC Engineering, and any person(s) within its employ, legally authorized to represent the interests of HWC, including officers, design professionals, project representatives, and project managers.

**Project Designated Representative(s):** HWC and CLIENT shall designate specific individuals to act as HWC's and CLIENT's representatives with respect to the services to be performed or furnished by HWC and responsibilities of CLIENT under this Agreement. Such individuals shall have the authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party. HWC shall be entitled to rely on the CLIENT's Designated Representative as the single source for communication and to effect decisions on behalf of the CLIENT.

**CLIENT vs. Owner:** For the purposes of this Agreement, unless otherwise specified herein, it is to be assumed that the CLIENT is the Owner of the Project unless otherwise specified.

**Contractor:** is to mean the Contractor under contract, or to be under contract, with the CLIENT to provide construction services. Within the terms of this Agreement, HWC is not the contractor.

### Project Administration Services

HWC shall provide the Professional Services set forth herein and within the subsequent exhibits beginning on the date stated on page one or upon written notice to proceed by the CLIENT.

HWC shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. HWC shall serve as the CLIENT's prime professional for the Project.

### Laws, Codes, and Standards Compliance

HWC shall put forth reasonable professional efforts to comply with codes, regulations, covenants, and ordinances in effect as of the Effective Date of this Agreement. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to HWC's scope of services, times of performance, or compensation.

### Confidentiality

To the full extent permissible under the law, the CLIENT and HWC shall maintain in confidence and not disclose to any person or entity, partnership, corporation or other business entity, all business documents and performance records, notes, information, data, material, report, product, or process associated with services provided under this Agreement, or any documentation marked CONFIDENTIAL by the CLIENT or HWC. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict HWC from giving notices required by law or complying with an order to provide information or data when such order is issued by a court,

administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for HWC to defend itself from any suit or claim.

Having received verbal and/or written permission from the CLIENT, HWC may use certain non-proprietary Project information within its marketing documents as deemed appropriate by the CLIENT and HWC.

HWC may be required to report on the past or current qualifications and/or performance of others engaged or being considered for engagement directly or indirectly by the CLIENT, and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander against HWC. To help create an atmosphere in which HWC feels free to express its experience and candid opinions in the interest of the CLIENT, the CLIENT agrees, to the fullest extent of the law, to indemnify and hold harmless HWC from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from the professional opinions and reports rendered by HWC to the CLIENT of the CLIENT's agents.

#### **Certifications, Guarantees, and Warranties**

The standard of care for all professional engineering and related services performed or furnished by HWC under this Agreement will be the care and skill ordinarily used by members of HWC's profession practicing under similar circumstances at the same time in the same locality. HWC makes no warranties, express or implied, under this Agreement or otherwise, in connection with HWC's services.

HWC's opinions of probable Construction Cost provided herein are to be made on the basis of HWC's experience and qualifications and represent HWC's best judgment as an experienced and qualified professional generally familiar with the industry. However, since HWC has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, HWC cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by HWC.

HWC shall not be required to sign any documents, no matter by whom requested that would result in HWC having to certify, guarantee, or warrant the existence of conditions whose existence HWC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with HWC or payment of any amount due to HWC in any way contingent upon HWC's signing any such certification.

HWC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of HWC, increase HWC's contractual or legal obligations or risks, or the availability or cost of HWC's professional or general liability insurance.

#### **CLIENT Responsibilities**

The CLIENT shall:

1. Provide full information as to his requirements for the Project
2. Assist HWC by placing at HWC's disposal all available information pertinent to the Project
3. Guarantee access to and make all provisions for HWC to enter public and private sites relative to the Project
4. Examine all data, reports, and other documents prepared or presented by HWC and shall render in writing decisions pertaining thereto so as not to delay the work of HWC
5. Provide such legal, accounting, and insurance counseling services as may be required for the Project
6. Obtain approval of governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project
7. Furnish, or direct HWC to provide at the CLIENT's expense, necessary additional services or other services as required
8. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for costs incident thereto
9. Pay for permits, approvals, fees, and advertising of any legal notices. HWC shall assist the CLIENT in applying for or obtaining such items as typically required by law for projects similar to the one for which HWC's services are being engaged. Such assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services.

CLIENT shall be responsible for, and HWC may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to HWC pursuant to this Agreement. HWC may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

The CLIENT shall provide for HWC's right to enter the property owned by the CLIENT and/or others in order for HWC to fulfill the Scope of Services included hereunder. The CLIENT understands that the use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold HWC and HWC's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of HWC.

CLIENT shall not, throughout any pending project and for a period of one (1) year after final completion of all projects for which HWC has provided services, solicit, contact or communicate with any employee of HWC for the purpose of inducing such HWC employee to terminate his or her employment with HWC.

#### Time and Schedule

Unless specifically identified in this Agreement, HWC's services and compensation will be for a reasonable period of time for completion of the Project.

HWC acknowledges the importance to the CLIENT of the CLIENT's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule, as provided in **Exhibit C** hereto. The CLIENT understands, however, that HWC's performance must be governed by sound professional practices.

If in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of HWC, for reasons including but not limited to delay of state or municipal agencies in approvals or other governmental decisions regarding the Project, or delay in site or land acquisition, the rates and amounts of compensation provided herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the rates and amounts of compensation, and time of performance of HWC's services shall be adjusted equitably.

If the Project is suspended for more than thirty (30) calendar days in the aggregate, through no fault of HWC, and/or in whole or in part by CLIENT, HWC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs.

In the event of such suspension, or if HWC's services are extended by Contractor's actions or inactions for more than sixty (60) calendar days beyond the original scheduled completion date through no fault of HWC, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension or the Contractor.

In the event the Project is suspended for more than ninety (90) days in the aggregate, HWC may, at his or her option, terminate this Agreement upon giving notice in writing to the CLIENT. HWC shall be entitled to full payment for services rendered to the date of voluntary termination.

#### Delays

HWC is not responsible for delays caused by factors beyond HWC's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of

any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of HWC's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors at any level. When such delays beyond HWC's reasonable control occur, the CLIENT agrees that HWC is not responsible for damages, nor shall HWC be deemed to be in default of this Agreement.

#### Insurance

HWC shall procure and maintain insurance as follows:

1. Professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be either: General Office Coverage or Project Specific Professional Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by HWC, and Worker's Compensation, disability benefit, or any other similar employee benefit laws, including bodily injury, occupational sickness or disease of an employee;
2. Commercial General Liability Insurance, with a per occurrence limit of not less than \$1,000,000.00;
3. Additionally, HWC shall require its Consultants to maintain Commercial General Liability and Comprehensive Automobile Liability coverage.

CLIENT shall procure and maintain insurance as follows:

1. Commercial General Liability Insurance, with a per occurrence limit of not less than \$5,000,000.00

CLIENT shall cause HWC and HWC's Consultants to be listed as additional insured on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.

CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause HWC, HWC's Consultants and CLIENT to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

CLIENT and HWC shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of HWC's services and at renewals thereafter during the life of the Agreement.

All policies of property insurance shall contain provisions to the effect that HWC's and HWC's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured's or additional insured's there under.

#### Indemnification

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless HWC, HWC's Consultants and Subcontractors, and the officers, directors, partners, employees, of each and any of them from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants, contractors and/or subcontractors with respect to this Agreement or the Project.

To the fullest extent permitted by law, HWC shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of HWC or HWC's officers, directors, partners, employees, and HWC's consultants with respect to this Agreement or the Project.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless HWC, HWC's Consultants and Subcontractors and the officers, directors, partners, employees of each and any of them, from and against all costs, losses, and damages (including but

not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous, toxic or dangerous environmental condition, on or about the Project site, whether known or unknown to CLIENT, provided that nothing in this Article shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

The CLIENT agrees to extend any and all liability limitations and indemnifications and entities HWC retains for performance of services under this Agreement, including but not limited to HWC's officers and employees and their heirs and assigns, as well as HWC's subconsultants and their officers, employees, heirs and assigns.

#### **Limitation of Liability**

In recognition of the relative risks and benefits of the Project to both the CLIENT and HWC, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of HWC and HWC's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of HWC and HWC's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed HWC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### **Termination**

The obligation to provide further services under this Agreement may be terminated for cause, by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, that this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure.

The obligation to provide further services under this Agreement may be terminated by HWC upon fourteen (14) calendar days written notice if HWC believes that HWC is being requested by CLIENT to furnish or perform services contrary to HWC's responsibilities as a licensed professional; or if HWC's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond HWC's control. HWC shall have no liability to CLIENT on account of such termination.

The obligation to provide further services under this Agreement may be terminated by CLIENT for convenience, upon thirty (30) calendar day's written notice to HWC. Upon receipt of such notice, HWC shall have fourteen (14) calendar days within which to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project materials in orderly files, and, to the extent necessary, demobilize personnel and equipment from the Project.

The CLIENT shall reimburse HWC for all expenses reasonably incurred by HWC in connection with the termination of this Agreement, including but not limited to demobilization, reassignment of personnel, and space and equipment costs.

In the event of any termination, HWC will be entitled to invoice CLIENT and will be paid in accordance with this Agreement for all services performed or furnished and all Reimbursable Expenses incurred through the fourteen (14) days after the effective date of termination. Additionally, in the event of termination by CLIENT for convenience or by HWC for cause, HWC, in addition to invoicing for those items identified above, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating agreements with HWC's Consultants, and other related close-out costs, using methods and rates for such costs and services as are provided in this Agreement.

### **Dispute Resolution**

HWC and CLIENT agree that any controversy, claim, counterclaim, or other dispute arising out of or relating to this Agreement, or any alleged breach thereof, provided that the amount in controversy is in excess of Five Thousand Dollars (\$5,000.00), shall first be submitted by the parties to pre-arbitration mediation, under the Indiana Rules for Alternative Dispute Resolution and with a mediator agreed to by the parties, prior to and as a condition precedent to arbitration, litigation or any other binding action or recourse under law.

Submission of a dispute under this Agreement to mediation will be a condition precedent to filing arbitration or litigation regarding any dispute (when the amount in controversy is in excess of \$5,000) arising out of or related to this Agreement. Failure to comply with this condition precedent shall be in contravention of the parties express intention to implement these alternative means of dispute resolution and constitute a breach of this clause.

Mediation shall be conducted by the parties within 120 days after either party has invoked this clause and notified the other party of its intention to mediate. If the mediation does not result in settlement of the dispute or if a party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this Agreement or breach thereof shall be determined by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable Indiana law in any court having jurisdiction thereof.

Any award shall not exceed the amount either claimed or counterclaimed. There shall be no punitive or consequential damages awarded under arbitration and the parties waive their right to claim the same.

Each party shall bear its own costs and expenses of the mediation and/or arbitration.

Except as may be required by law, neither party may disclose the content or results of any mediation or arbitration without prior written consent of both parties.

If one party has filed litigation which is otherwise covered by this dispute resolution clause and which has not been subject to mediation and/or arbitration as per this clause, the other party may properly seek to dismiss or stay the litigation at its discretion for the purpose of conducting mediation or arbitration.

### **Information Provided by Others**

HWC shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to HWC such information as is available to the CLIENT and the CLIENT's consultants and contractors, and HWC shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for HWC to assure the accuracy and completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HWC and HWC's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to HWC.

### **Document Ownership, Copyrights, and Allowed Document Uses**

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by HWC as instruments of service shall remain the property of HWC. HWC shall retain all common law, statutory and other rights, including the copyright thereto.

Unless otherwise indicated, with respect to this Project, all Documents are instruments of service. HWC shall retain an ownership and property interest therein (including the right of reuse at the discretion of HWC), whether or not the Project is completed.

The CLIENT acknowledges HWC's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to HWC. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of HWC. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HWC harmless from any claim, liability of cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without written authorization from HWC.

HWC may rely upon copies of CLIENT-furnished data in the performance of its services as defined within this agreement and the agreement Exhibits. The CLIENT-furnished data may be in any acceptable format including electronic media formats such as text, data, graphics, or other types furnished by the CLIENT and acceptable to HWC.

Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by HWC. Files in electronic media format of text, data, graphics, or of other types that are furnished by HWC to CLIENT are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or any other Project. Any such reuse or modification without written verification or adaptation by HWC, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk and without liability or legal exposure to HWC or to HWC's Consultants. CLIENT shall indemnify and hold harmless HWC and HWC's Consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from.

If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Any verification or adaptation of the Documents for extensions of the Project or for any other Project shall entitle HWC to further compensation at rates to be agreed upon by CLIENT and HWC.

#### **Right to Retain Subconsultants**

HWC may employ such consultants as HWC deems necessary to assist in the performance or furnishing of the services. HWC shall not be required to employ any Consultant unacceptable to HWC.

#### **Environmental and Health Hazards**

CLIENT represents to HWC that to the best of its knowledge a hazardous environmental condition does not exist. CLIENT has disclosed to the best of its knowledge to HWC the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

If a hazardous environmental condition is encountered or alleged, HWC shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

It is acknowledged by both parties that HWC's scope of services does not include any services related to asbestos or hazardous or toxic chemicals.

In the event HWC or any other party encounters a hazardous environmental condition, HWC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains an appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous environmental condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

CLIENT acknowledges that HWC is performing professional services for CLIENT and that HWC is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with HWC's activities under this Agreement.

If HWC's services under this Agreement cannot be performed because of a hazardous environmental condition, the existence of the condition shall justify HWC's terminating this Agreement for cause on 30 days notice.

#### **Changed Conditions**

The CLIENT shall rely on HWC's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to HWC. Should HWC call for contract renegotiation, HWC shall identify the changed conditions necessitating renegotiation and HWC and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement. In establishing fees for the new work to be performed, HWC shall utilize the same fee schedule as already agreed upon, as shown in **Exhibit D**. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

#### **Defects in Service**

The CLIENT shall promptly report to HWC any defects or suspected defects related to HWC's work or services of which the CLIENT becomes aware, so that HWC may take measures to minimize the consequences of such a defect. The CLIENT warrants that HWC will impose a similar notification requirement on all contractors under contract to the CLIENT and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT, and the CLIENT's contractors or subcontractors to notify HWC, shall relieve HWC of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

#### **Specifications of Materials**

The CLIENT understands and agrees that products or building materials which are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The CLIENT agrees that if the CLIENT directs HWC to specify any product or material, after HWC has informed the CLIENT that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the CLIENT waives all claims as a result thereof against HWC. The CLIENT further agrees that if any product or material specified for this Project by HWC shall, at any future date be suspected of or discovered to be a health or safety hazard, then the CLIENT shall waive all claims as a result thereof against HWC.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HWC harmless from any damage, liability or cost (including reasonable attorney's fees and defense costs) arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards, whether unknown to HWC during the term of this Agreement or of which HWC has warned the CLIENT, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of HWC.

#### **Additional Services**

If additional engineering or other services, not listed within the "Scope of Services" related section(s) of this agreement are requested in writing by the CLIENT, HWC shall receive payment for such extra work, either by a lump sum fee determined and agreed to by the CLIENT and HWC prior to the commencement of such work and in writing, or on an hourly basis plus reasonable expenses as specified on the attached "Hourly Rate and Reimbursable Expenses Schedule" included herein as **Exhibit D**.

#### **Fees, Invoicing, and Payment Terms**

For Professional Services, CLIENT shall pay HWC as set forth herein **Exhibit C**.

HWC shall submit monthly invoices to the CLIENT for the estimated portion of the total services actually completed at the time of the billing. The value of the lump sum services work completed is determined by

multiplying the percentage of work completed by the total fee established. The not-to-exceed services shall be billed utilizing the described payroll costs and reimbursable expenses.

Records of HWC's costs pertinent to HWC's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify HWC's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

In the event that the hourly rate portions of this Agreement are not completed in the same calendar year as indicated within the effective date of this Agreement, the CLIENT and HWC agree to amend the hourly rate fees to the HWC updated hourly fee schedule established by HWC for the year in which work is completed and subsequently invoiced.

Invoices are due and payable within 30 days of receipt. If the CLIENT objects to any portion of an invoice, the CLIENT shall notify HWC in writing within ten (10) calendar days of receipt of invoice. The CLIENT shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated below shall be paid by the CLIENT on all disputed invoiced amounts resolved in HWC's favor and unpaid for more than thirty (30) calendar days after date of submission. Payment of any invoice by the CLIENT to HWC shall be taken to mean that the CLIENT is satisfied with HWC's services and is not aware of any deficiencies in those services.

Payments to HWC shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions, or offsets shall be made from HWC's compensation for any reason unless HWC has been found to be legally liable for such amounts.

If the CLIENT fails to make any payment due HWC for services and expenses within thirty (30) days after receipt of HWC's invoice, the amounts due HWC will be increased at the rate of 1.5% per month from the thirtieth day from invoicing. Payments will be credited first to interest and then to principal.

If the CLIENT fails to make payments when due and HWC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to HWC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable HWC staff costs at standard billing rates for HWC's time spent in efforts to collect. This obligation of the CLIENT to pay HWC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

In addition, HWC may, after giving fourteen days written notice to the CLIENT, suspend services under this Agreement until HWC has been paid in full all amounts due for services, expenses, and other related charges. HWC shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT.

If the CLIENT fails to make payment to HWC in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by HWC.

Payment of invoices is in no case subject to unilateral discount or set-offs by the CLIENT, and payment is due regardless of suspension or termination of this Agreement by any party.

#### **Excluded Services**

Other services available from HWC and applicable to the Project have been made known and explained to the CLIENT. Where HWC has deemed a service needed or advisable, HWC has made its opinion known to the CLIENT, and the CLIENT has confirmed his or her opinion that such services are not requested of HWC and/or that the CLIENT has made or shall make arrangements to obtain those services from a source other than HWC. These excluded services are identified in **Exhibit A**.

The CLIENT hereby agrees, to the fullest extent permitted by law, to indemnify and hold HWC harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from HWC's failure to perform a service listed above and excluded at the CLIENT's direction.

#### **E-Verify**

Pursuant to IC 22-5-1.7-11, HWC shall enroll in and verify the work eligibility status of all newly hired employees of HWC through the E-Verify Program ("Program"). HWC is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

1. HWC and its Subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that HWC or its Subcontractor subsequently learns is an unauthorized alien. If HWC violates this Section, Client shall require HWC to remedy the violation not later than thirty (30) days after Client notifies HWC. If HWC fails to remedy the violation within the thirty (30) day period, Client shall terminate the contract for breach of contract. If Client terminates the contract, HWC shall, in addition to any other contractual remedies, be liable to Client for actual damages. There is a rebuttable presumption that HWC did not knowingly employ an unauthorized alien if HWC verified the work eligibility status of the employee through the Program.
2. If HWC employs or contracts with an unauthorized alien but Client determines that terminating the contract would be detrimental to the public interest or public property, Client may allow the contract to remain in effect until Client procures a new contractor.
3. HWC shall, prior to performing any work, require each Subcontractor to certify to HWC that the Subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. HWC shall maintain on file a certification from each Subcontractor throughout the duration of the Project. If HWC determines that a Subcontractor is in violation of this Section, HWC may terminate its contract with the Subcontractor for such violation. Such termination may not be considered a breach of contract by HWC or the Subcontractor.

#### **Investment in Iran Disclaimer**

Pursuant to Indiana Code 5-22-16.5-11, service providers who have dealings with the government of Iran are deemed to be Non-responsible bidders for the purposes of submitting an offer in response to a solicitation; submitting a bid, offer, or proposal relating to a public works project; or entering into a contract to provide supplies or services with the state or a political subdivision. Pursuant to I.C. 5-22-16.5-9, the Indiana Department of Administration shall develop and update a list of service providers the Department determines to be engaged in investment activities in Iran. The undersigned, on behalf of HWC, being first duly sworn, deposes and states that HWC is not currently on the list kept by the Indiana Department of Administration, and has not engaged in any activity which will cause HWC to be added to said list.

#### **Additional Terms**

Nothing contained therein shall be deemed or construed to create an obligation on the part of either party to any third party, nor shall any third party have a right to enforce against either party any rights under this Agreement, other than a duly authorized assignee of the parties.

The parties may not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. The rights and privileges under this Agreement shall inure to the benefit of the parties' respective successors and assigns.

Any notice contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may have last specified by written notice to the other.

The parties are independent entities. Neither party shall represent itself as an employee or subcontractor of the other, nor is this Agreement or any related documents intended to be construed so as to make either party an employee or subcontractor of the other. Except as otherwise provided in this Agreement, neither party shall have the ability to bind the other to any agreement for payment of goods or services, nor shall it represent to any person

that it has such ability. All expenses incurred by the parties hereto are their respective sole responsibility, unless otherwise provided for in this Agreement.

All of the parties hereto agree that in the interpretation, performance or resolution of any disputes or claims arising under this Agreement, the law of the State of Indiana shall govern, notwithstanding any state's choice of law rules to the contrary.

This Agreement, and all other referenced exhibits which form a part of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement. No other promises or inducements have been made to the parties except those that are included in this Agreement. No amendment or modification to this Agreement shall have any force or effect unless it is in writing and signed by the duly authorized officers of the parties.

The prevailing party in any court action or arbitration under this Agreement shall be entitled to recover reasonable attorney's fees incurred in the enforcement of this Agreement.

The failure of either party hereto to insist in any one or more instances upon the performance of any of the provisions of this Agreement or to pursue its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

The subject headings of the sections of this Agreement are for convenience only, and shall not affect the construction or interpretation of any of its provisions.

The parties hereto stipulate and agree that each and every paragraph, term and provision of this Agreement shall be considered severable. The invalidity, illegality or unenforceability of any paragraph, term or provision of this Agreement shall in no way affect the validity, legality and enforceability, operation, or effect of the remaining paragraphs, terms or provisions hereof, and this Agreement shall be construed in all respects as if the invalid, illegal or unenforceable provision was omitted.

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

Each party agrees to execute and deliver to the other party and will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as such party may reasonably require for purposes of effectuating this Agreement.

This Agreement may be executed in multiple counterparts, each one of which shall constitute an original. This Agreement may be executed by facsimile signature. The party so executing this Agreement shall deliver an original of such facsimile signature.

Notwithstanding any other provision of this Agreement, neither HWC nor the CLIENT shall be liable to the other for any consequential damages incurred due to the fault of either HWC or the CLIENT or whether it was committed by the CLIENT or HWC, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

It is intended by the CLIENT and HWC that HWC's services in connection with the Project shall not subject HWC's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HWC Engineering, an Indiana Corporation, and not against any of HWC's Professional employees, officers, or directors.

The attached Federal and State Third-Party Contract Provisions (**Exhibit E**) as used with CDBG assisted professional services contracts are hereby incorporated and made an integral part of this Agreement. In said provisions, the word "contractor" shall mean "Engineer" as used and identified in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

"CLIENT"

Montgomery County Commissioners

By:

Printed: Phillip Bane

Title: Montgomery County Commissioner

Date:

By:

Printed: Terry Hockersmith

Title: Montgomery County Commissioner

Date:

By:

Printed: Jim Fulwider

Title: Montgomery County Commissioner

Date:

CLIENT's Designated Representative is:

Name: Lori Dossett, Assistant

Phone: (765) 361-2623

Fax: (765) 361-3238

"HWC"

HWC Engineering

By:

Printed: Edward P. Jolliffe

Title: President

Date:

HWC's Designated Representative is:

Name: Cory Whitesell, PE

Phone: 317-347-3663 Ext. 206

Fax: 317-347-3664

## EXHIBIT A

### Scope of Services

#### Montgomery County Economic Development Plan Montgomery County, Indiana

January 2017

### GENERAL

In general, the scope of services for this project consists of developing an Economic Development Plan for Montgomery County, Indiana. Work will include a complete analysis of existing conditions, establishing economic development vision and goals, creating a development plan to improve land use and support development at and around the I-74/SR 32 interchange, and establishment of a work plan to identify key strategies necessary to implement plan recommendations. The study area will include a general review of all of Montgomery County, but special focus will be given to areas where economic growth potential is the greatest, specifically at and around the I-74/SR 32 interchange.

The project is being funded with a Planning Grant from the Indiana Office of Community and Rural Affairs.

A detailed scope of work follows:

### TASK 1: INFORMATION GATHERING & VISION DEVELOPMENT

#### TASK 1A – PRELIMINARY INFORMATION GATHERING/COORDINATION

HWC Engineering will review existing projects/policies and collect additional data as required to gain a detailed understanding of economic characteristics, land use, infrastructure and local government development processes and regulations currently in place in Montgomery County. Research will be conducted from a variety of sources including the U.S. Census Bureau, Indiana Business Research Center, U.S. Bureau of Economic Analysis, U.S. Department of Labor, the Indiana Department of Workforce Development, and local geographic information systems as well as staff interviews. Montgomery County shall furnish all previously completed and related studies, plans, and information collected as they pertain to the project.

#### TASK 1B – ECONOMIC DEVELOPMENT VISION DEVELOPMENT

HWC Engineering will facilitate an exercise with the Working Group to establish the key elements of an overall economic development vision for Montgomery County. HWC Engineering will review previous and current plans to help inform this process, but the final vision will be unique to this planning effort. Findings will provide a foundation for the development of the rest of the plan.

#### TASK 1C - GOAL DEVELOPMENT & SWOT EXERCISES

HWC Engineering will facilitate an exercise with a Working Group selected by Montgomery County to assist in identifying the key goals that will be the foundation for the land use and the strategic economic development plan. HWC Engineering will also facilitate an exercise focusing on SWOT (strengths, weaknesses, opportunities and threats) of the study area to identify key existing community assets and their utilization, identify community needs and opportunities, understand Montgomery County's position regionally, and understand any competitive advantages for the county.

## TASK 1 SUMMARY

Meetings: One Working Group meeting to outline vision, develop/identify key issues and assets, and perform SWOT analysis

Deliverables: Meeting summary

## TASK 2: PRELIMINARY PLANNING ANALYSIS

### TASK 2A – KEY STAKEHOLDER INTERVIEWS

Once the process begins to outline the vision and goals, it is important to ensure the alignment of these with the broader community. In order to do this, HWC Engineering will engage up to eight (8) individual or group stakeholder meetings with community stakeholders to receive their input. These conversations are intended to enrich the initial thinking, as well as uncover items and proposals that had not previously been known. Meetings will be held in person, in groups, or over the phone.

Montgomery County will identify the stakeholders to interview, and these may include, but are certainly not limited to:

- Business leaders – to better ascertain the business and workforce climate, identify barriers to productivity, and determine steps that need to be taken to improve the business climate
- Education and workforce development practitioners – to better understand issues and linkages within the workforce development support network
- Property owners – to better understand the perspective of significant property owners
- Public officials – to better understand similarities and differences in regional and local issues and needs
- Real estate and development community - to understand current market supply and market demand forces in regard to commercial and industrial properties.

### TASK 2B – PRELIMINARY ANALYSIS OF DATA

HWC Engineering will analyze collected data, reports, policies, etc. as it pertains to economic development and land use in the study area to inform the planning process. Areas of focus will include:

- Demographics (community profile)
- History and character (significant history of Montgomery County and unique character that will contribute to the vision)
- Workforce profile, capacity, and engagement
- Local quality of life elements (parks, recreation and greenways)
- Land use policies
- Economic development/growth policies
- Analysis will also be completed to understand where there may be gaps between current commercial and industrial markets and future market potential for the county.

## TASK 2 SUMMARY

Meetings: Up to eight (8) stakeholder meetings/interviews

Deliverables: Meeting Summaries, Workforce/Demographic Profiles

### TASK 3: PLAN DEVELOPMENT

#### TASK 3A –DRAFT ECONOMIC DEVELOPMENT PRINCIPLES

HWC Engineering will identify key development principles that are applicable to Montgomery County based on the vision and goals that are established as part of this planning effort. This part of the plan will review a variety of key elements and offer an analysis of local issues and opportunities related to each. Categories of analysis will include, but are not limited to:

1. Infrastructure availability and constraints
2. Current and recommended local regulatory policies
3. Community asset utilization
4. Community land use policies and classifications
5. Funding sources and applicability
6. Higher education
7. Quality of place elements
8. Local and state economic development tools
9. Marketing and messaging to support economic development
10. Public/private Partnerships
11. Targets for business attraction
12. Geographic targets for development
13. Regional and state relationships
14. Local collaboration

#### TASK 3B: I-74/SR 32 INTERCHANGE LAND USE PLAN

As development/redevelopment occurs at along I-74, it is important that this development reflect the community's desire to develop a proper "gateway" into Montgomery County. It will be important to determine expectations for how development activities in this area impact the vision for that gateway, and what will be required to enforce those expectations. For this work plan, HWC Engineering will develop a recommended land use plan for the interchange and the areas surrounding it. HWC Engineering will also review various development considerations to determine the suitability of the proposed economic at the interchange. This includes previously identified wetlands, drainage, topography, documented environmental considerations (Phase 1 Environmental review is not included), and transportation access, historical considerations, site size and commonly identified floodplains.

HWC Engineering will then review the condition and capacity of existing utilities relative to serving the site, including water, sanitary sewer and storm. A meeting will be held with local utility departments as part of this review. Electric, gas and telecom companies will be contacted to determine their infrastructure capacity as well. Recommendations will be made for extension of utilities to the site, if necessary.

Private developers and site selection specialists will be engaged to assess market potential for the interchange to set reasonable expectations regarding the potential future scope and timeline of development of the interchange.

#### TASK 3C: PUBLIC INPUT MEETING

HWC Engineering will conduct an input meeting that is advertised and open to the public to gather public input and feedback to help inform the planning process and help achieve public consensus behind the economic development plan. This meeting will include a brief presentation to attendees followed by a facilitated discussion of economic development issues. This meeting will be scheduled to occur directly before/after a working group meeting.

### **TASK 3 SUMMARY**

Meetings: One meeting with Working Group to review tools/strategies, and one (1) public input meeting to discuss initial plan elements and to solicit broader public input. Both meetings will be scheduled on the same day.

Deliverables: Associated plan chapters and meeting summaries.

### **TASK 4: STRATEGIC IMPLEMENTATION PLAN DEVELOPMENT**

#### **TASK 4A – IMPLEMENTATION PLAN DEVELOPMENT**

Implementation is the hardest, but most important, part of any planning process. In order to help assist in the implementation of the activities and goals established by this planning process, HWC Engineering will develop a detailed roadmap of how to proceed in the implementation of the final plan. This roadmap will include specific strategies based on issues identified by the planning process and will, as best as possible; be prioritized, attached to a timeline, assigned a party responsible for activation, identify a way to measure completion (accountability) as well as develop an understanding of the resources that would be required for implementation.

#### **TASK 4 SUMMARY:**

Meetings: One (1) Working Group meeting to discuss proposed strategies

Deliverables: Final strategies document

### **TASK 5: FINAL REVIEW AND ADOPTION**

#### **TASK 5A – DRAFT PLAN DEVELOPMENT**

HWC Engineering will prepare a consolidated draft of the final plan elements and distribute a draft version of the final plan for review and comment from the Working Group.

#### **TASK 5B – FINAL PLAN DEVELOPMENT**

Based on feedback on draft plan identified in TASK 5A, a final plan will be compiled and presented for review/comment. A committee meeting will be held to review the final draft and to prioritize the work plan/implementation plan.

The Economic Development Plan will be formatted as a separate report, independent of the Montgomery County Comprehensive Plan. However, it will take into account the current Comprehensive Plan and will be designed to integrate into the current plan if desired.

#### **TASK 5C – PUBLIC MEETING**

HWC Engineering will present the plan to the public at one (1) public hearing to engage public feedback on the draft final plan.

#### **TASK 5D - PLAN ADOPTION**

HWC Engineering will present the plan for formal adoption of the plan at one meeting with the County Commissioners. This will also serve as the formal public hearing required for the grant.

#### TASK 5E - PROVIDE FINAL DELIVERABLE

HWC Engineering will provide the approved plan in hard copy (10 copies) as well as one (1) electronic copy (pdf format).

#### TASK 5 SUMMARY:

Meetings: One (1) meeting with Working Group to discuss draft plan, one (1) public presentation and one (1) County Commissioner meeting for adoption.

Deliverables: Draft Plan (10 copies and electronic), Approved Final Plan (5 hard copies and electronic)

## EXHIBIT B

### SCOPE OF SERVICES FROM THE SOQ AD IN THE NEWSPAPER

The scope of services to be provided which are funded in part by a proposed IOCRA Community Development Block Grant– Planning Grant shall include the completion of an Economic Development Planning Study document which will be a formatted planning document to include the following: (1) title page, table of contents, numbered pages, a 2-4 page executive summary, maps, photographs, and/or drawings sufficient to illustrate the critical elements of the planning document, clear easily readable illustrations, tables, and maps, clear concise readable text with a minimum of professional jargon, sources clearly indicated in tables and/or by footnote in text, and provide one digital copy and ten hard copies of the plan (in which one copy will be submitted to IOCRA), (2) **INTRODUCTION:** Who commissioned the plan, Events that led to the planning process, Purpose of the plan, Scope of the plan, Process used in developing the plan, Background of the community to include Population analysis, Community setting, Trends and projections and Economic issues and factors, (3) **EVALUATION OF EXISTING CONDITIONS:** (a) *Economic Base Assessment to include* analysis of the economic base and its positioning within the region including: Businesses within the community, Entrepreneurial efforts, Local trade sector, Local retail, commercial and governmental services, and Industrial base of local economy, (b) *Community Assets Assessments to include* analysis of the strengths and weaknesses of the community/communities and how they impact the economic situation: Community and County infrastructure, Comparative advantage, Community values and vision trade-off assessment, Labor force, education and training, (c) *Economic Opportunities Assessment to include* Analysis of the industrial clusters, supply chain factors, labor force and skills base, and overall strengths and weaknesses to assess the advantages for attracting certain industries: Business growth and formation potential and Land use constraints and opportunities, (d) *Development Opportunities Assessment to include* Analysis of existing assets and recommendations to sustain and improve long term viability of these assets and (e) **SPECIFIC STUDY OF THE 74/32 INTERCHANGE: 2 MILES OF ALREADY ESTABLISHED TIF AREA**, (4) **ECONOMIC DEVELOPMENT VISION AND STRATEGIES** including Guides the creation and evaluation of economic strategies as well as Vision for the local economy, Economic development goals and objectives, and Economic development strategies, (5) **ECONOMIC DEVELOPMENT RECOMMENDATIONS:** Discussion of predominant ideas, guiding principles and general recommendations of the following: Economic diversity, Business development potential, Redevelopment and revitalization, Labor force, education and training, Regulatory processes, Urban growth area, Resource areas and critical areas, Compliance with comprehensive plan elements, (5) **ECONOMIC DEVELOPMENT ACTION PLAN:** Present specific action plan to implement the Economic Development Strategy to include Community infrastructure, Business assistance, Business retention, expansion, formation, and recruitment, Process and regulation, Communication, marketing and promotion, Management, monitoring and accounting, Financing and incentives, Timeframes and mechanisms for evaluation, monitoring and updating the plan, (6) **APPENDICES** to include appropriate supporting documentation.

EXHIBIT C

Fee & Schedule

Montgomery County  
Economic Development Plan  
Montgomery County, Indiana

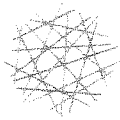
January 2017

**FEE:**

Task	Compensation	Compensation Type
Task 1: Information Gathering and Vision Development	\$3,500.00	Lump Sum
Task 2: Preliminary Planning Analysis	\$5,500.00	Lump Sum
Task 3: Plan Development	\$11,000.00	Lump Sum
Task 4: Strategic Implementation Plan Development	\$4,000.00	Lump Sum
Task 5: Final Review and Adoption	\$12,000.00	Lump Sum
<b>Total Lump Sum Not-to-Exceed</b>	<b>\$36,000.00</b>	

**SCHEDULE:**

Task	Schedule
Task 1: Information Gathering and Vision Development	Jan-Feb 2017
Task 2: Preliminary Planning Analysis	Feb-Mar 2017
Task 3: Plan Development	Mar-Apr 2017
Task 4: Strategic Implementation Plan Development	April-May 2017
Task 5: Final Review and Adoption	May-June 2017



**HWC**  
ENGINEERING

Confidence in the built environment.

135 N. Pennsylvania, Suite 2800  
Indianapolis, Indiana 46204

[www.hwcengineering.com](http://www.hwcengineering.com)

EXHIBIT D

**HWC Engineering**  
**2017 Hourly Billing Rates**

<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$201.00
Senior Project Manager	\$196.00
Project Manager	\$155.00
Project Engineer	\$125.00
Landscape Architect	\$120.00
Designer/Technician	\$100.00
Draftsman	\$90.00
Clerical Support	\$75.00
Construction Inspection Manager	\$115.00
Construction Inspector I	\$105.00
Construction Inspector II	\$95.00
Survey Lead	\$120.00
Survey Crew Leader	\$98.00
Survey Crew Member I	\$80.00
Survey Crew Member II	\$57.00
Intern	\$56.00

**REIMBURSABLE EXPENSES**

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.375 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet
- CD's at \$25.00 each.
- Actual cost of long distance telephone calls, expense charges, photographs and postage.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.



EXHIBIT E

**FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS**

**CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS**

*(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities )*

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

**1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):**

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

## **2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):**

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

**3. Compliance in the Provision of Training, Employment and Business Opportunities:**

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**4. Title VI Civil Rights Act of 1964:**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

**5. Title VIII Civil Rights Acts of 1968 (as applicable):**

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

**6. Section 109 Housing and Urban Development Act of 1974 (as applicable):**

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

**7. Section 504 Rehabilitation Act of 1973:**

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**8. Fair Housing Amendments Act of 1988 (as applicable):**

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

**9. Age Discrimination Act of 1975:**

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**10. Americans With Disabilities Act of 1990:**

The contractor shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**11. Certification of Nonsegregated Facilities:**

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**12. Retention and Access Requirements For Records (24 CFR Part 85.42):**

A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

### **13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):**

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;
- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial

interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

**14. Remedies/Sanctions or Breach of Contract Terms:**

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

**15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):**

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

**16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):**

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**17. Changes to Contract:**

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

**18. Contractor to Furnish Necessary Personnel Resources:**

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

**19. Reports and Information:**

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

**20. Records and Audits:**

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

**21. Copyright and Patent Rights:**

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

**22. Compliance with State and Local Laws:**

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

**23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):**

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;

- b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,
- d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

**24. Compliance with Copeland "Anti-Kick Back" Act:**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

**25. Compliance with Davis-Bacon Act:**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

**26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

**27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

**28. Conservation:**

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

**29. Drug-Free Workplace Requirements:**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.